

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 180	
2. CONTRACT NO.		3. SOLICITATION NO. DACW59-01-R-0009		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 26 Feb 2002	6. REQUISITION/PURCHASE NO. W81ET4-1207-2672	
7. ISSUED BY USA ENGINEER DISTRICT, PITTSBURGH 727 W S MOORHEAD FED BLDG 1000 LIBERTY AVENUE PITTSBURGH PA 15222-4186			CODE DACW59	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	
			TEL:			TEL:	
			FAX:			FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and <u>8</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>15 00</u> local time <u>07 May 2002</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME MICHAEL S DESTEFANO		B. TELEPHONE (Include area code)(NO COLLECT CALLS) 412-395-7466		C. E-MAIL ADDRESS michael.s.destefano@usace.army.mil	
11. TABLE OF CONTENTS							
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OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B Supplies or Services and Prices

ITEM NO SUPPLIES/SERVICES

0001

EMERGENCY POWER Advanced Contracting Initiative IAW attached price schedule.

FFP - Provide service support for generator set activities during emergency operations. This will include assessing power needs, preparation, hauling, installing, preventative maintenance, service, fueling, relocating, recovering, and preparing for long term storage Government Furnished Equipment (GFE) (Engine Generator Sets - 4KW up to 1MW) and associated fuel systems. Provide all labor, transportation, equipment, materials, supervision, and required internal logistical support to perform generator set activities.

The North American Industry Classification System (NAICS) Code for this acquisition is: 235950.

Please provide a Unit Price and Total estimated amount for each Line Item in the attached Price Schedule for the Base and Four Option Years. Make copies of the Price Schedule and submit a separate one for each geographic area. Be sure to mark the name of the Division, the corresponding Geographic Area number within that Division, and the states or territories included in the geographic area, which you are submitting a Price Schedule for, in the spaces provided at the top of the Price Schedule.

ITEM NO SUPPLIES/SERVICES
1001

EMERGENCY POWER Advanced Contracting Initiative IAW attached price schedule.

FFP - Provide service support for generator set activities during emergency operations. This will include assessing power needs, preparation, hauling, installing, preventative maintenance, service, fueling, relocating, recovering, and preparing for long term storage Government Furnished Equipment (GFE) (Engine Generator Sets - 4KW up to 1MW) and associated fuel systems. Provide all labor, transportation, equipment, materials, supervision, and required internal logistical support to perform generator set activities.

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ITEM NO SUPPLIES/SERVICES
2001

EMERGENCY POWER Advanced Contracting Initiative IAW attached price schedule.

FFP - Provide service support for generator set activities during emergency operations. This will include assessing power needs, preparation, hauling, installing, preventative maintenance, service, fueling, relocating, recovering, and preparing for long term storage Government Furnished Equipment (GFE) (Engine Generator Sets - 4KW up to 1MW) and associated fuel systems. Provide all labor, transportation, equipment, materials, supervision, and required internal logistical support to perform generator set activities.

The North American Industry Classification System (NAICS) Code for this acquisition is: 235950.

Please provide a Unit Price and Total estimated amount for each Line Item in the attached Price Schedule for the Base and Four Option Years. Make copies of the Price Schedule and submit a separate one for each geographic area. Be sure to mark the name of the Division, the corresponding Geographic Area number within that Division, and states or territories included in the geographic area, which you are submitting a Price Schedule for in the spaces provided at the top of the Price Schedule.

ITEM NO SUPPLIES/SERVICES
3001

EMERGENCY POWER Advanced Contracting Initiative IAW attached price schedule.

FFP - Provide service support for generator set activities during emergency operations. This will include assessing power needs, preparation, hauling, installing, preventative maintenance, service, fueling, relocating, recovering, and preparing for long term storage Government Furnished Equipment (GFE) (Engine Generator Sets - 4KW up to 1MW) and associated fuel systems. Provide all labor, transportation, equipment, materials, supervision, and required internal logistical support to perform generator set activities.

The North American Industry Classification System (NAICS) Code for this acquisition is: 235950.

Please provide a Unit Price and Total estimated amount for each Line Item in the attached Price Schedule for the Base and Four Option Years. Make copies of the Price Schedule and submit a separate one for each geographic area. Be sure to mark the name of the Division, the corresponding Geographic Area number within that Division, and the states or territories included in the geographic area, which you are submitting a Price Schedule for, in the spaces provided at the top of the Price Schedule.

ITEM NO SUPPLIES/SERVICES
4001

EMERGENCY POWER Advanced Contracting Initiative IAW attached price schedule.

FFP - Provide service support for generator set activities during emergency operations. This will include assessing power needs, preparation, hauling, installing, preventative maintenance, service, fueling, relocating, recovering, and preparing for long term storage Government Furnished Equipment (GFE) (Engine Generator Sets - 4KW up to 1MW) and associated fuel systems. Provide all labor, transportation, equipment, materials, supervision, and required internal logistical support to perform generator set activities.

The North American Industry Classification System (NAICS) Code for this acquisition is: 235950.

Please provide a Unit Price and Total estimated amount for each Line Item in the attached Price Schedule for the Base and Four Option Years. Make copies of the Price Schedule and submit a separate one for each geographic area. Be sure to mark the name of the Division, the corresponding Geographic Area number within that Division, and the states and territories included in the geographic area, which you are submitting a Price Schedule for, in the spaces provided at the top of the Price Schedule.

SECTION B NARRATIVE

B.1.0 Description of Service.

Provide service support for generator set activities during emergency operations. Contractor shall provide single source responsibility for all generator set activities. Generator set activities are defined as assessing power needs, preparing, hauling, installing, performing preventive maintenance, servicing, fueling, relocating and recovering Government Furnished Equipment (GFE) (engine-generator sets) and associated fuel systems. Government Furnished Generator sets range in size from 4 kW up to 1MW. The Contractor may also be required to furnish, prepare, haul, install, perform preventative maintenance, service, fuel, relocate and recover Contractor Furnished Generators (4KW up to 1MW or larger) and associated fuel systems, and haul, install and maintain other Government Furnished power equipment such as substations. The Contractor shall be responsible for providing all labor, transportation, equipment and supervision and required internal logistical support to perform generator set activities.

Line Item 0001, 1001, 2001, 3001, 4001 - Preparation and Haul (Transport) of Generator Sets – (See paragraphs C.3.3 and C.3.4) - One way distance (between loading site and installation site), in increments of 25 miles up to 100 miles radius, is defined as the distance from the staging area or other location where the generator set is loaded onto the contractor's vehicle to where the generator set is removed from the contractor's vehicle and placed into operation. The price shall include both hauling the generator to the installation site and returning it to the loading site. No separate payment will be made for return trips made without a load. This item may include hauling from the staging area to the initial installation site or from one installation site to another installation site.

For all one way trips in excess of 100 miles radius, one way distance is defined as the distance from where the generator set is loaded onto the Contractor's vehicle to where the generator set is removed from the Contractor's

vehicle and placed into operation. The price shall include both hauling the generator to the installation site and returning it to the loading site. No separate payment will be made for return trips made without a load.

Line Items 0002, 1002, 2002, 3002, 4002 – Installation of Generator Sets – (See paragraph C.3.5) - All activities associated with installation of generator sets once delivered to the installation site. These activities include, but are not limited to, inspecting and testing existing wiring at the site, disconnecting the facility from the commercial power source, preparing the site for the generator, installing the generator in accordance with applicable codes and requirements, placing fuel absorbent matting around generator, connecting generator to existing wiring, and testing the installation.

Line Items 0003, 1003, 2003, 3003, 4003 – Perform Preventative Maintenance on Generator Sets – (See paragraph C.3.6) - Daily preventive maintenance to include, but not be limited to, checking working-hour meter for operation, checking battery level, checking coolant, checking oil levels, checking fuel levels and filling all fluids to proper levels, and conducting a visual inspection of all external components for serviceability and excess wear and tear and signs of fluid leakage. Preventive Maintenance includes all fluids, except fuel, required to maintain proper levels. A preventive maintenance charge is not allowed within 24 hours of installing a generator or recovering/relocating a generator.

Line Items 0004, 1004, 2004, 3004, 4004 – Perform Service on Generator Sets – (See paragraph C.3.7) - Service includes, but is not limited to, changing oil and filters (oil, air, and fuel) at specified intervals and performing minor maintenance service repairs. Service includes all filters, fluids and other materials and parts, except fuel, required for routine servicing of the generator sets and proper disposal of waste materials. Minor repairs are defined as external to the generator set with estimated parts and labor less than \$500. Payment for replacement of parts, which are not considered included in routine service, will be made at under the payment for Incidental Supplies and Services.

Line Item 0005, 1005, 2005, 3005, 4005 - Furnish, Deliver and Install Fuel. – (See paragraphs C.3.8 and C.3.7) - The Government has entered \$50,000.00 in the Schedule for this item. This amount is for award evaluation and funding purposes only. Payment for this item will be based on the amount of fuel actually used. To receive payment, the Contractor must furnish invoices from the fuel supplier and fueling tickets. Payment will be limited to actual cost of fuel. Payment will be limited to actual costs, no mark-ups for overhead, profit or any other costs will be allowed.

Line Item 0006, 1006, 2006, 3006, 4006 - Incidental Supplies and Services. – (See paragraph C.3.5.1, C.3.7.2, and C.3.10.3) - If directed by the Government, the Contractor will be reimbursed reasonable costs to purchase generator set operating and service manuals if not provided as Government Furnished Materials (GFM's). No separate reimbursement will be made for purchase of operating and service manuals for Contractor furnished generators, and all costs for such manuals shall be included in the negotiated price for furnishing the generator. The Contractor will be reimbursed reasonable costs required to perform load bank testing of generator sets as directed by the Contracting Officer or designated representative. The Contractor will be reimbursed reasonable costs required to purchase and install parts such as working hour meters and perform minor repairs. These repairs shall include, but are not limited to, replacement or repair of batteries, plugs, wires, belts, hoses, springs and components of the fuel and oil transfer system and other electrical and generator parts such as circuit cards, relays and control panel parts. Payment for replacement of oil, filters, and other items during specified periodic servicing will be included in the price for Perform Service on Generator Sets. Repair parts shall not exceed \$1,000.00 per occurrence without authorization. Support documentation shall be provided with invoices to support reimbursement. For repairs estimated between \$1,001.00 and \$5,000.00, the Contractor shall perform repairs at the discretion of the Contracting Officer or authorized representative. A major repair is defined as exceeding \$5,000.00 in parts and labor. The Government may, depending upon the extent of repairs required and the time required to complete the repair and other factors, elect to negotiate a separate contract vehicle for performance of major repairs. The Contractor shall submit a proper invoice for these parts.

Line Items 0007, 1007, 2007, 3007, 4007 - Recovering Generator Sets – (See paragraph C.3.9) - Recovering consists of disconnecting the generator from the site wiring, testing site wiring, reconnecting utility power as required. Payment for moving the generator to the staging area or another installation site will be made as specified

for Preparation and Haul (Transport) of Generator Sets. Payment for cleaning and servicing the equipment as required for storage will be made as specified for Perform Service on Generator Sets for Return to Storage.

Line Items 0008, 1008, 2008, 3008, 4008 – Perform Service on Generator Sets for Return to Storage – (See paragraph C.3.10) - Service consists of emptying fuel tanks, changing oil, filters(s) (oil, air, and fuel), and performing minor maintenance service repairs. Service includes all filters, fluids and other materials and parts, except fuel, weatherproofing the exhaust, and pressure washing the generator, as required for preparing the generator sets for permanent storage, and proper disposal of waste materials. Payment for replacement of parts that are not considered included in routine service will be made at under the payment for Incidental Supplies and Services.

Line Items 0009, 1009, 2009, 3009, 4009 - Conferences and Meetings and Strategic Planning Services - (See paragraphs C.2.2.1 and C.8) - If a conference, workshop or meeting takes place after a Contractor is mobilized, other than Strategic Planning Services, the Contractor shall participate without additional compensation. If a conference or meeting takes place before mobilization or after demobilization, or if Strategic Planning Services are required, the Contractor shall participate and will be compensated under these items. These meetings may take place at any time during the life of the contract at a location determined by the Government. Per Diem and travel expenses shall not exceed the Joint Travel Regulation allowances for Government employees. The Contractor shall designate for participation under this line item the Operations Manager or similar key person having intimate knowledge of the operation and contract. Payment will be limited to actual costs, including per diem and travel, and no mark-ups for overhead, profit or any other costs will be allowed

Line Item 0010, 1010, 2010, 3010, 4010 - Mobilization and Demobilization - (See paragraphs C.3.1 and C.6) - Mobilization and Demobilization costs are costs associated with establishing and disestablishing the Contractor's site of operations (e.g., transporting personnel and equipment, setting up and closing an office, etc.). As part of the mobilization Task Order, the Government may require the Contractor to mobilize assessment team (s) prior to the issuance of a Task Order to conduct Assessments. If the Government determines that Contractor performed Assessments are not required, the Contractor will be paid a 'Stand-By' rate of \$800.00 per assessment team, per day not to exceed three days (day is defined as a 24-hour period). An assessment team consists of two contractor personnel. The Government has entered \$10,000.00 in the Schedule for this item. This amount is for award evaluation and funding purposes only. Payment for this item will be limited to actual costs only. To receive payment, the Contractor must furnish proper invoices. Payment will be limited to actual costs, no mark-ups for overhead, profit, or any other costs will be allowed. The Government will reimburse reasonable costs of Mobilization and Demobilization up to a maximum of \$10,000.00 per task order. The Contractor will be entitled to invoice for 60% of the mobilization and demobilization after the Contractor's site of operations is established. The remaining 40% will be paid after all equipment is removed from the site of operations and a proper invoice is received by the Government.

Line Items 0011, 1011, 2011, 3011, 4011 - Site Assessment – (See paragraph C.3.2) - Site assessment consists of determining power and generator requirements for a site, determining generator hookup requirements, and providing a written assessment.

Line Item 0012, 1012, 2012, 3012, 4012 - Per Diem – (See paragraph C.3.11) - For each task order, if the Contractor's base of operations is located at least 50 miles from the Contractor's normal place of business and if the Contractor is required to reimburse employees for lodging and meals, the Government will pay reasonable costs not to exceed the daily rate (actual rate when authorized) the Government pays its own employees. Invoices for per diem must be supported by documentation showing actual costs incurred. Payment will be limited to actual costs, no mark-ups for overhead, G&A, or profit will be allowed.

B.2.0 The Government may award up to ten contracts against this solicitation to support specific U.S. Army Corps of Engineers' Divisions and their geographic areas of responsibility. Additionally the Government reserves the right to issue more solicitations and award more contracts for these same services. Offerors are encouraged to submit proposals for all areas of which there is an interest

B.3.0 Offerors shall annotate each area of interest (by Division name and the corresponding Geographic Area Numbers and note the state(s)/commonwealth(s)/territory) in the space provided at the top of the schedule. The offeror shall submit a proposal and a separate price for each geographic area of interest. Each proposal and Price Schedule shall be annotated by the Division Name (Pacific Ocean Division); Geographic area numbers 6A & 6B, respectively, and the State Names. Contractors who receive a contract under this solicitation must be capable of performing under all line items within the geographic area covered by the contract. Contract award for each geographic area will be made on an "all or none" basis.

B.4.0 Due to the uncertainty associated with emergency power requirements, it is impossible for the Government to prepare an accurate estimate of its requirements. The estimates contained in this price schedule are the best that can be obtained and are only intended to be used for award evaluation purposes.

B.5.0 Contracting Officers assigned to the following U.S. Army Corps of Engineers Divisions may issue task orders against any contract awarded under this solicitation: (NAD, SAD, MVD, SWD, POD, & SPD). This authority may be delegated to other Contracting Officers.

B.6.0 This solicitation contains numerous wage determinations, which, depending upon where the work is performed, will apply to resulting contracts. For proposal preparation purposes only, offerors should use the average wage rates included in Section H.

PRICE SCHEDULE
BASE YEAR

DIVISION _____ AREA # _____

(STATES OR TERRITORIES _____)

0001 Preparation and Haul (Transport)
of Generators Sets (See C.3.3
and C.3.4)
(Excluding fuel for generator sets)

0001AA One-Way distance up to 25 miles radius
Sizes as follows:

0001AB	Up to 10KW	1	Each	\$ _____	\$ _____
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0001AC	11KW to 30KW	1	Each	\$ _____	\$ _____
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0001AD	31KW to 50KW	1	Each	\$ _____	\$ _____
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0001AE	51KW to 75KW	1	Each	\$ _____	\$ _____
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0001AF	76KW to 100KW	1	Each	\$ _____	\$ _____
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0001AG	101KW to 250KW	1	Each	\$ _____	\$ _____
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0001AH	251KW to 500KW	1	Each	\$ _____	\$ _____
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0001AJ	501KW to 1MW	1	Each	\$ _____	\$ _____
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0001AK One-Way distance up to 50 miles radius
Sizes as follows:

0001AL	Up to 10KW	1	Each	\$ _____	\$ _____
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0001AM	11KW to 30KW	1	Each	\$ _____	\$ _____
--------	--------------	---	------	----------	----------

0001AN	31KW to 50KW	1	Each	\$ _____	\$ _____
--------	--------------	---	------	----------	----------

0001AP	51KW to 75KW	1	Each	\$ _____	\$ _____
--------	--------------	---	------	----------	----------

0001AQ	76KW to 100KW	1	Each	\$ _____	\$ _____
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0001AR	101KW to 250KW	1	Each	\$ _____	\$ _____
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0001AS	251KW to 500KW	1	Each	\$ _____	\$ _____
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0001AT	501KW to 1MW	1	Each	\$ _____	\$ _____
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0001AU One-Way distance up to 75 miles radius
Sizes as follows:

0001AV	Up to 10 KW	1	Each	\$ _____	\$ _____
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0001AW	11KW TO 30KW	1	Each	\$_____	\$_____
0001AX	31KW to 50KW	1	Each	\$_____	\$_____
0001AY	51KW to 75KW	1	Each	\$_____	\$_____
0001AZ	76KW to 100KW	1	Each	\$_____	\$_____
0001BA	101KW to 250KW	1	Each	\$_____	\$_____
0001BB	251KW to 500KW	1	Each	\$_____	\$_____
0001BC	501KW to 1M	1	Each	\$_____	\$_____
0001BD	One-Way distance up to 100 miles radius Size as follows:				
0001BE	Up to 10KW	1	Each	\$_____	\$_____
0001BF	11KW to 30KW	1	Each	\$_____	\$_____
0001BG	31KW to 50KW	1	Each	\$_____	\$_____
0001BH	51KW to 75KW	1	Each	\$_____	\$_____
0001BJ	76KW to 100KW	1	Each	\$_____	\$_____
0001BK	101KW to 250KW	1	Each	\$_____	\$_____
0001BL	251KW to 500KW	1	Each	\$_____	\$_____
0001BM	501KW to 1MW	1	Each	\$_____	\$_____
0001BN	One-Way distance greater than 100 miles radius (PER MILE) Size as follows:				
0001BP	Up to 10KW	100	Miles	\$_____	\$_____
0001BQ	11KW to 30KW	100	Miles	\$_____	\$_____
0001BR	31KW to 50KW	100	Miles	\$_____	\$_____
0001BS	51KW to 75KW	100	Miles	\$_____	\$_____
0001BT	76KW to 100KW	100	Miles	\$_____	\$_____
0001BU	101KW to 250KW	100	Miles	\$_____	\$_____
0001BV	251KW to 500KW	100	Miles	\$_____	\$_____
0001BW	501KW to 1 MW	100	Miles	\$_____	\$_____
0002	Installation of Generator Sets. (See C.3.5) (Enter a per installation Price.)				

Sizes as follows:

0002AA	Up to 10KW	1	Each	\$_____	\$_____
0002AB	11KW to 30KW	1	Each	\$_____	\$_____
0002AC	31KW to 50KW	1	Each	\$_____	\$_____
0002AD	51KW to 75KW	1	Each	\$_____	\$_____
0002AE	76KW to 100KW	1	Each	\$_____	\$_____
0002AF	101KW to 250KW	1	Each	\$_____	\$_____
0002AG	251KW to 500KW	1	Each	\$_____	\$_____
0002AH	501KW to 1MW	1	Each	\$_____	\$_____

0003 Perform Preventive Maintenance on
Generator Sets. (See C.3.6)
(Enter a daily rate) (QTY X 30
DAYS = EQP DAYS)
Sizes as follows:

0003AA	Up to 10KW	750	Days	\$_____	\$_____
0003AB	11KW to 30KW	2250	Days	\$_____	\$_____
0003AC	31KW to 50KW	2250	Days	\$_____	\$_____
0003AD	51KW to 75KW	2700	Days	\$_____	\$_____
0003AE	76KW to 100KW	2250	Days	\$_____	\$_____
0003AF	101KW to 250KW	1200	Days	\$_____	\$_____
0003AG	251KW to 500KW	900	Days	\$_____	\$_____
0003AH	501KW to 1MW	150	Days	\$_____	\$_____

0004 Perform Service on Generator
Sets. (See C.3.7)
(Enter a per service rate)
Sizes as follows:

0004AA	Up to 10KW	1	Each	\$_____	\$_____
0004AB	11KW to 30KW	1	Each	\$_____	\$_____
0004AC	31KW to 50KW	1	Each	\$_____	\$_____
0004AD	51KW to 75KW	1	Each	\$_____	\$_____
0004AE	76KW to 100KW	1	Each	\$_____	\$_____

0004AF	101KW to 250KW	1	Each	\$_____	\$_____
0004AG	251KW to 500KW	1	Each	\$_____	\$_____
0004AH	501KW to 1MW	1	Each	\$_____	\$_____
0005	Furnish, Deliver and Install Fuel, per year (See B.1.0 and C.3.8)		LS	\$50,000	\$50,000
0006	Incidental Supplies and Services (Not to Exceed \$5,000) (See B.1.0 and C.3.7.2)		LS	\$5,000	\$5,000
0007	Recovering Generator Sets. (See C.3.9) (Enter a per removal rate.) Sizes as follows:				
0007AA	Up to 10KW	1	Each	\$_____	\$_____
0007AB	11KW to 30KW	1	Each	\$_____	\$_____
0007AC	31KW to 50KW	1	Each	\$_____	\$_____
0007AD	51KW to 75KW	1	Each	\$_____	\$_____
0007AE	76KW to 100KW	1	Each	\$_____	\$_____
0007AF	101KW to 250KW	1	Each	\$_____	\$_____
0007AG	251KW to 500KW	1	Each	\$_____	\$_____
0007AH	501KW to 1MW	1	Each	\$_____	\$_____
0008	Perform Service on Generator Sets for Return to Storage (See C.3.10) (Enter a per service rate) Sizes as follows:				
0008AA	Up to 10KW	1	Each	\$_____	\$_____
0008AB	11KW to 30KW	1	Each	\$_____	\$_____
0008AC	31KW to 50KW	1	Each	\$_____	\$_____
0008AD	51KW to 75KW	1	Each	\$_____	\$_____
0008AE	76KW to 100KW	1	Each	\$_____	\$_____
0008AF	101KW to 250KW	1	Each	\$_____	\$_____

0008AG	251KW to 500KW	1	Each	\$_____	\$_____
0008AH	501KW to 1MW	1	Each	\$_____	\$_____
0009	Conferences, Meetings /Strategic Planning (See C.8, C.2.2.1)	1	Days	\$_____	\$_____
0010	Mobilization and Demobilization (See C.3.1, C.6 and B.1.0)		LS	\$10,000	\$10,000
0011	Site Assessment (See C.3.2)	24	Hours	\$_____	\$_____
0012	Per Diem (IAW JTR) (See B.1.0)		LS	\$5,000	\$5,000

Line Items 0005, 0006, 0010, and 0012 were entered for evaluation purposes only.

PRICE SCHEDULE
OPTION YEAR 1

DIVISION _____

AREA # _____

(STATES OR TERRITORIES _____)

1001	Preparation and Haul (Transport) of Generators Sets (See C.3.3 and C.3.4) (Excluding fuel for generator sets)				
1001AA	One-Way distance up to 25 miles radius Sizes as follows:				
1001AB	Up to 10KW	1	Each	\$ _____	\$ _____
1001AC	11KW to 30KW	1	Each	\$ _____	\$ _____
1001AD	31KW to 50KW	1	Each	\$ _____	\$ _____
1001AE	51KW to 75KW	1	Each	\$ _____	\$ _____
1001AF	76KW to 100KW	1	Each	\$ _____	\$ _____
1001AG	101KW to 250KW	1	Each	\$ _____	\$ _____
1001AH	251KW to 500KW	1	Each	\$ _____	\$ _____
1001AJ	501KW to 1MW	1	Each	\$ _____	\$ _____
1001AK	One-Way distance up to 50 miles radius Sizes as follows:				
1001AL	Up to 10KW	1	Each	\$ _____	\$ _____
1001AM	11KW to 30KW	1	Each	\$ _____	\$ _____
1001AN	31KW to 50KW	1	Each	\$ _____	\$ _____
1001AP	51KW to 75KW	1	Each	\$ _____	\$ _____
1001AQ	76KW to 100KW	1	Each	\$ _____	\$ _____
1001AR	101KW to 250KW	1	Each	\$ _____	\$ _____
1001AS	251KW to 500KW	1	Each	\$ _____	\$ _____
1001AT	501KW to 1MW	1	Each	\$ _____	\$ _____
1001AU	One-Way distance up to 75 miles radius Sizes as follows:				
1001AV	Up to 10 KW	1	Each	\$ _____	\$ _____

1001AW	11KW TO 30KW	1	Each	\$_____	\$_____
1001AX	31KW to 50KW	1	Each	\$_____	\$_____
1001AY	51KW to 75KW	1	Each	\$_____	\$_____
1001AZ	76KW to 100KW	1	Each	\$_____	\$_____
1001BA	101KW to 250KW	1	Each	\$_____	\$_____
1001BB	251KW to 500KW	1	Each	\$_____	\$_____
1001BC	501KW to 1M	1	Each	\$_____	\$_____
1001BD	One-Way distance up to 100 miles radius Size as follows:				
1001BE	Up to 10KW	1	Each	\$_____	\$_____
1001BF	11KW to 30KW	1	Each	\$_____	\$_____
1001BG	31KW to 50KW	1	Each	\$_____	\$_____
1001BH	51KW to 75KW	1	Each	\$_____	\$_____
1001BJ	76KW to 100KW	1	Each	\$_____	\$_____
1001BK	101KW to 250KW	1	Each	\$_____	\$_____
1001BL	251KW to 500KW	1	Each	\$_____	\$_____
1001BM	501KW to 1MW	1	Each	\$_____	\$_____
1001BN	One-Way distance greater than 100 miles radius (PER MILE) Size as follows:				
1001BP	Up to 10KW	100	Miles	\$_____	\$_____
1001BQ	11KW to 30KW	100	Miles	\$_____	\$_____
1001BR	31KW to 50KW	100	Miles	\$_____	\$_____
1001BS	51KW to 75KW	100	Miles	\$_____	\$_____
1001BT	76KW to 100KW	100	Miles	\$_____	\$_____
1001BU	101KW to 250KW	100	Miles	\$_____	\$_____
1001BV	251KW to 500KW	100	Miles	\$_____	\$_____
1001BW	501KW to 1 MW	100	Miles	\$_____	\$_____
1002	Installation of Generator Sets.				

(See C.3.5)
 (Enter a per installation Price.)
 Sizes as follows:

1002AA	Up to 10KW	1	Each	\$_____	\$_____
1002AB	11KW to 30KW	1	Each	\$_____	\$_____
1002AC	31KW to 50KW	1	Each	\$_____	\$_____
1002AD	51KW to 75KW	1	Each	\$_____	\$_____
1002AE	76KW to 100KW	1	Each	\$_____	\$_____
1002AF	101KW to 250KW	1	Each	\$_____	\$_____
1002AG	251KW to 500KW	1	Each	\$_____	\$_____
1002AH	501KW to 1MW	1	Each	\$_____	\$_____

1003 Perform Preventive Maintenance on
 Generator Sets. (See C.3.6)
 (Enter a daily rate) (QTY X 30
 DAYS = EQP DAYS)
 Sizes as follows:

1003AA	Up to 10KW	750	Days	\$_____	\$_____
1003AB	11KW to 30KW	2250	Days	\$_____	\$_____
1003AC	31KW to 50KW	2250	Days	\$_____	\$_____
1003AD	51KW to 75KW	2700	Days	\$_____	\$_____
1003AE	76KW to 100KW	2250	Days	\$_____	\$_____
1003AF	101KW to 250KW	1200	Days	\$_____	\$_____
1003AG	251KW to 500KW	900	Days	\$_____	\$_____
1003AH	501KW to 1MW	150	Days	\$_____	\$_____

1004 Perform Service on Generator
 Sets. (See C.3.7)
 (Enter a per service rate)
 Sizes as follows:

1004AA	Up to 10KW	1	Each	\$_____	\$_____
1004AB	11KW to 30KW	1	Each	\$_____	\$_____
1004AC	31KW to 50KW	1	Each	\$_____	\$_____
1004AD	51KW to 75KW	1	Each	\$_____	\$_____
1004AE	76KW to 100KW	1	Each	\$_____	\$_____

1004AF	101KW to 250KW	1	Each	\$_____	\$_____
1004AG	251KW to 500KW	1	Each	\$_____	\$_____
1004AH	501KW to 1MW	1	Each	\$_____	\$_____
1005	Furnish, Deliver and Install Fuel, per year (See B.1.0 and C.3.8)		LS	\$50,000	\$50,000
1006	Incidental Supplies and Services (Not to Exceed \$5,000) (See B.1.0 and C.3.7.2)		LS	\$5,000	\$5,000
1007	Recovering Generator Sets. (See C.3.9) (Enter a per removal rate.) Sizes as follows:				
1007AA	Up to 10KW	1	Each	\$_____	\$_____
1007AB	11KW to 30KW	1	Each	\$_____	\$_____
1007AC	31KW to 50KW	1	Each	\$_____	\$_____
1007AD	51KW to 75KW	1	Each	\$_____	\$_____
1007AE	76KW to 100KW	1	Each	\$_____	\$_____
1007AF	101KW to 250KW	1	Each	\$_____	\$_____
1007AG	251KW to 500KW	1	Each	\$_____	\$_____
1007AH	501KW to 1MW	1	Each	\$_____	\$_____
1008	Perform Service on Generator Sets for Return to Storage (See C.3.10) (Enter a per service rate) Sizes as follows:				
1008AA	Up to 10KW	1	Each	\$_____	\$_____
1008AB	11KW to 30KW	1	Each	\$_____	\$_____
1008AC	31KW to 50KW	1	Each	\$_____	\$_____
1008AD	51KW to 75KW	1	Each	\$_____	\$_____
1008AE	76KW to 100KW	1	Each	\$_____	\$_____
1008AF	101KW to 250KW	1	Each	\$_____	\$_____

1008AG	251KW to 500KW	1	Each	\$_____	\$_____
1008AH	501KW to 1MW	1	Each	\$_____	\$_____
1009	Conferences, Meetings /Strategic Planning (See C.8, C.2.2.1)	1	Days	\$_____	\$_____
1010	Mobilization and Demobilization (See C.3.1, C.6 and B.1.0)		LS	\$10,000	\$10,000
1011	Site Assessment (See C.3.2)	24	Hours	\$_____	\$_____
1012	Per Diem (IAW JTR) (See B.1.0)		LS	\$5,000	\$5,000

Line Items 1005, 1006, 1010, and 1012 were entered for evaluation purposes only.

PRICE SCHEDULE
OPTION YEAR 2

DIVISION _____ AREA # _____
(STATES OR TERRITORIES _____)

2001	Preparation and Haul (Transport) of Generators Sets (See C.3.3 and C.3.4) (Excluding fuel for generator sets)				
2001AA	One-Way distance up to 25 miles radius Sizes as follows:				
2001AB	Up to 10KW	1	Each	\$ _____	\$ _____
2001AC	11KW to 30KW	1	Each	\$ _____	\$ _____
2001AD	31KW to 50KW	1	Each	\$ _____	\$ _____
2001AE	51KW to 75KW	1	Each	\$ _____	\$ _____
2001AF	76KW to 100KW	1	Each	\$ _____	\$ _____
2001AG	101KW to 250KW	1	Each	\$ _____	\$ _____
2001AH	251KW to 500KW	1	Each	\$ _____	\$ _____
2001AJ	501KW to 1MW	1	Each	\$ _____	\$ _____
2001AK	One-Way distance up to 50 miles radius Sizes as follows:				
2001AL	Up to 10KW	1	Each	\$ _____	\$ _____
2001AM	11KW to 30KW	1	Each	\$ _____	\$ _____
2001AN	31KW to 50KW	1	Each	\$ _____	\$ _____
2001AP	51KW to 75KW	1	Each	\$ _____	\$ _____
2001AQ	76KW to 100KW	1	Each	\$ _____	\$ _____
2001AR	101KW to 250KW	1	Each	\$ _____	\$ _____
2001AS	251KW to 500KW	1	Each	\$ _____	\$ _____
2001AT	501KW to 1MW	1	Each	\$ _____	\$ _____
2001AU	One-Way distance up to 75 miles radius Sizes as follows:				
2001AV	Up to 10 KW	1	Each	\$ _____	\$ _____

2001AW	11KW TO 30KW	1	Each	\$_____	\$_____
2001AX	31KW to 50KW	1	Each	\$_____	\$_____
2001AY	51KW to 75KW	1	Each	\$_____	\$_____
2001AZ	76KW to 100KW	1	Each	\$_____	\$_____
2001BA	101KW to 250KW	1	Each	\$_____	\$_____
2001BB	251KW to 500KW	1	Each	\$_____	\$_____
2001BC	501KW to 1M	1	Each	\$_____	\$_____
2001BD	One-Way distance up to 100 miles radius Size as follows:				
2001BE	Up to 10KW	1	Each	\$_____	\$_____
2001BF	11KW to 30KW	1	Each	\$_____	\$_____
2001BG	31KW to 50KW	1	Each	\$_____	\$_____
2001BH	51KW to 75KW	1	Each	\$_____	\$_____
2001BJ	76KW to 100KW	1	Each	\$_____	\$_____
2001BK	101KW to 250KW	1	Each	\$_____	\$_____
2001BL	251KW to 500KW	1	Each	\$_____	\$_____
2001BM	501KW to 1MW	1	Each	\$_____	\$_____
2001BN	One-Way distance greater than 100 miles radius (PER MILE) Size as follows:				
2001BP	Up to 10KW	100	Miles	\$_____	\$_____
2001BQ	11KW to 30KW	100	Miles	\$_____	\$_____
2001BR	31KW to 50KW	100	Miles	\$_____	\$_____
2001BS	51KW to 75KW	100	Miles	\$_____	\$_____
2001BT	76KW to 100KW	100	Miles	\$_____	\$_____
2001BU	101KW to 250KW	100	Miles	\$_____	\$_____
2001BV	251KW to 500KW	100	Miles	\$_____	\$_____
2001BW	501KW to 1 MW	100	Miles	\$_____	\$_____
2002	Installation of Generator Sets. (See C.3.5) (Enter a per installation Price.)				

Sizes as follows:

2002AA	Up to 10KW	1	Each	\$_____	\$_____
2002AB	11KW to 30KW	1	Each	\$_____	\$_____
2002AC	31KW to 50KW	1	Each	\$_____	\$_____
2002AD	51KW to 75KW	1	Each	\$_____	\$_____
2002AE	76KW to 100KW	1	Each	\$_____	\$_____
2002AF	101KW to 250KW	1	Each	\$_____	\$_____
2002AG	251KW to 500KW	1	Each	\$_____	\$_____
2002AH	501KW to 1MW	1	Each	\$_____	\$_____

2003 Perform Preventive Maintenance on
Generator Sets. (See C.3.6)
(Enter a daily rate) (QTY X 30
DAYS = EQP DAYS)
Sizes as follows:

2003AA	Up to 10KW	750	Days	\$_____	\$_____
2003AB	11KW to 30KW	2250	Days	\$_____	\$_____
2003AC	31KW to 50KW	2250	Days	\$_____	\$_____
2003AD	51KW to 75KW	2700	Days	\$_____	\$_____
2003AE	76KW to 100KW	2250	Days	\$_____	\$_____
2003AF	101KW to 250KW	1200	Days	\$_____	\$_____
2003AG	251KW to 500KW	900	Days	\$_____	\$_____
2003AH	501KW to 1MW	150	Days	\$_____	\$_____

2004 Perform Service on Generator
Sets. (See C.3.7)
(Enter a per service rate)
Sizes as follows:

2004AA	Up to 10KW	1	Each	\$_____	\$_____
2004AB	11KW to 30KW	1	Each	\$_____	\$_____
2004AC	31KW to 50KW	1	Each	\$_____	\$_____
2004AD	51KW to 75KW	1	Each	\$_____	\$_____
2004AE	76KW to 100KW	1	Each	\$_____	\$_____
2004AF	101KW to 250KW	1	Each	\$_____	\$_____

2004AG	251KW to 500KW	1	Each	\$_____	\$_____
2004AH	501KW to 1MW	1	Each	\$_____	\$_____
2005	Furnish, Deliver and Install Fuel, per year (See B.1.0 and C.3.8)		LS	\$50,000	\$50,000
2006	Incidental Supplies and Services (Not to Exceed \$5,000) (See B.1.0 and C.3.7.2)		LS	\$5,000	\$5,000
2007	Recovering Generator Sets. (See C.3.9) (Enter a per removal rate.) Sizes as follows:				
2007AA	Up to 10KW	1	Each	\$_____	\$_____
2007AB	11KW to 30KW	1	Each	\$_____	\$_____
2007AC	31KW to 50KW	1	Each	\$_____	\$_____
2007AD	51KW to 75KW	1	Each	\$_____	\$_____
2007AE	76KW to 100KW	1	Each	\$_____	\$_____
2007AF	101KW to 250KW	1	Each	\$_____	\$_____
2007AG	251KW to 500KW	1	Each	\$_____	\$_____
2007AH	501KW to 1MW	1	Each	\$_____	\$_____
2008	Perform Service on Generator Sets for Return to Storage (See C.3.10) (Enter a per service rate) Sizes as follows:				
2008AA	Up to 10KW	1	Each	\$_____	\$_____
2008AB	11KW to 30KW	1	Each	\$_____	\$_____
2008AC	31KW to 50KW	1	Each	\$_____	\$_____
2008AD	51KW to 75KW	1	Each	\$_____	\$_____
2008AE	76KW to 100KW	1	Each	\$_____	\$_____
2008AF	101KW to 250KW	1	Each	\$_____	\$_____
2008AG	251KW to 500KW	1	Each	\$_____	\$_____
2008AH	501KW to 1MW	1	Each	\$_____	\$_____

2009	Conferences, Meetings 1 /Strategic Planning (See C.8, C.2.2.1)	Days	\$_____	\$_____
2010	Mobilization and Demobilization (See C.3.1, C.6 and B.1.0)	LS	\$10,000	\$10,000
2011	Site Assessment 24 (See C.3.2)	Hours	\$_____	\$_____
2012	Per Diem (IAW JTR) (See B.1.0)	LS	\$5,000	\$5,000

Line Items 2005, 2006, 2010, and 2012 were entered for evaluation purposes only.

PRICE SCHEDULE
OPTION YEAR 3

DIVISION _____ AREA # _____
(STATES OR TERRITORIES _____)

3001	Preparation and Haul (Transport) of Generators Sets (See C.3.3 and C.3.4) (Excluding fuel for generator sets)				
3001AA	One-Way distance up to 25 miles radius Sizes as follows:				
3001AB	Up to 10KW	1	Each	\$ _____	\$ _____
3001AC	11KW to 30KW	1	Each	\$ _____	\$ _____
3001AD	31KW to 50KW	1	Each	\$ _____	\$ _____
3001AE	51KW to 75KW	1	Each	\$ _____	\$ _____
3001AF	76KW to 100KW	1	Each	\$ _____	\$ _____
3001AG	101KW to 250KW	1	Each	\$ _____	\$ _____
3001AH	251KW to 500KW	1	Each	\$ _____	\$ _____
3001AJ	501KW to 1MW	1	Each	\$ _____	\$ _____
3001AK	One-Way distance up to 50 miles radius Sizes as follows:				
3001AL	Up to 10KW	1	Each	\$ _____	\$ _____
3001AM	11KW to 30KW	1	Each	\$ _____	\$ _____
3001AN	31KW to 50KW	1	Each	\$ _____	\$ _____
3001AP	51KW to 75KW	1	Each	\$ _____	\$ _____
3001AQ	76KW to 100KW	1	Each	\$ _____	\$ _____
3001AR	101KW to 250KW	1	Each	\$ _____	\$ _____
3001AS	251KW to 500KW	1	Each	\$ _____	\$ _____
3001AT	501KW to 1MW	1	Each	\$ _____	\$ _____
3001AU	One-Way distance up to 75 miles radius Sizes as follows:				
3001AV	Up to 10 KW	1	Each	\$ _____	\$ _____

3001AW	11KW TO 30KW	1	Each	\$_____	\$_____
3001AX	31KW to 50KW	1	Each	\$_____	\$_____
3001AY	51KW to 75KW	1	Each	\$_____	\$_____
3001AZ	76KW to 100KW	1	Each	\$_____	\$_____
3001BA	101KW to 250KW	1	Each	\$_____	\$_____
3001BB	251KW to 500KW	1	Each	\$_____	\$_____
3001BC	501KW to 1M	1	Each	\$_____	\$_____
3001BD	One-Way distance up to 100 miles radius Size as follows:				
3001BE	Up to 10KW	1	Each	\$_____	\$_____
3001BF	11KW to 30KW	1	Each	\$_____	\$_____
3001BG	31KW to 50KW	1	Each	\$_____	\$_____
3001BH	51KW to 75KW	1	Each	\$_____	\$_____
3001BJ	76KW to 100KW	1	Each	\$_____	\$_____
3001BK	101KW to 250KW	1	Each	\$_____	\$_____
3001BL	251KW to 500KW	1	Each	\$_____	\$_____
3001BM	501KW to 1MW	1	Each	\$_____	\$_____
3001BN	One-Way distance greater than 100 miles radius (PER MILE) Size as follows:				
3001BP	Up to 10KW	100	Miles	\$_____	\$_____
3001BQ	11KW to 30KW	100	Miles	\$_____	\$_____
3001BR	31KW to 50KW	100	Miles	\$_____	\$_____
3001BS	51KW to 75KW	100	Miles	\$_____	\$_____
3001BT	76KW to 100KW	100	Miles	\$_____	\$_____
3001BU	101KW to 250KW	100	Miles	\$_____	\$_____
3001BV	251KW to 500KW	100	Miles	\$_____	\$_____
3001BW	501KW to 1 MW	100	Miles	\$_____	\$_____
3002	Installation of Generator Sets. (See C.3.5) (Enter a per installation Price.)				

Sizes as follows:

3002AA	Up to 10KW	1	Each	\$_____	\$_____
3002AB	11KW to 30KW	1	Each	\$_____	\$_____
3002AC	31KW to 50KW	1	Each	\$_____	\$_____
3002AD	51KW to 75KW	1	Each	\$_____	\$_____
3002AE	76KW to 100KW	1	Each	\$_____	\$_____
3002AF	101KW to 250KW	1	Each	\$_____	\$_____
3002AG	251KW to 500KW	1	Each	\$_____	\$_____
3002AH	501KW to 1MW	1	Each	\$_____	\$_____

3003 Perform Preventive Maintenance on
Generator Sets. (See C.3.6)
(Enter a daily rate) (QTY X 30
DAYS = EQP DAYS)
Sizes as follows:

3003AA	Up to 10KW	750	Days	\$_____	\$_____
3003AB	11KW to 30KW	2250	Days	\$_____	\$_____
3003AC	31KW to 50KW	2250	Days	\$_____	\$_____
3003AD	51KW to 75KW	2700	Days	\$_____	\$_____
3003AE	76KW to 100KW	2250	Days	\$_____	\$_____
3003AF	101KW to 250KW	1200	Days	\$_____	\$_____
3003AG	251KW to 500KW	900	Days	\$_____	\$_____
3003AH	501KW to 1MW	150	Days	\$_____	\$_____

3004 Perform Service on Generator
Sets. (See C.3.7)
(Enter a per service rate)
Sizes as follows:

3004AA	Up to 10KW	1	Each	\$_____	\$_____
3004AB	11KW to 30KW	1	Each	\$_____	\$_____
3004AC	31KW to 50KW	1	Each	\$_____	\$_____
3004AD	51KW to 75KW	1	Each	\$_____	\$_____
3004AE	76KW to 100KW	1	Each	\$_____	\$_____
3004AF	101KW to 250KW	1	Each	\$_____	\$_____

3004AG	251KW to 500KW	1	Each	\$_____	\$_____
3004AH	501KW to 1MW	1	Each	\$_____	\$_____
3005	Furnish, Deliver and Install Fuel, per year (See B.1.0 and C.3.8)		LS	\$50,000	\$50,000
3006	Incidental Supplies and Services (Not to Exceed \$5,000) (See B.1.0 and C.3.7.2)		LS	\$5,000	\$5,000
3007	Recovering Generator Sets. (See C.3.9) (Enter a per removal rate.) Sizes as follows:				
3007AA	Up to 10KW	1	Each	\$_____	\$_____
3007AB	11KW to 30KW	1	Each	\$_____	\$_____
3007AC	31KW to 50KW	1	Each	\$_____	\$_____
3007AD	51KW to 75KW	1	Each	\$_____	\$_____
3007AE	76KW to 100KW	1	Each	\$_____	\$_____
3007AF	101KW to 250KW	1	Each	\$_____	\$_____
3007AG	251KW to 500KW	1	Each	\$_____	\$_____
3007AH	501KW to 1MW	1	Each	\$_____	\$_____
3008	Perform Service on Generator Sets for Return to Storage (See C.3.10) (Enter a per service rate) Sizes as follows:				
3008AA	Up to 10KW	1	Each	\$_____	\$_____
3008AB	11KW to 30KW	1	Each	\$_____	\$_____
3008AC	31KW to 50KW	1	Each	\$_____	\$_____
3008AD	51KW to 75KW	1	Each	\$_____	\$_____
3008AE	76KW to 100KW	1	Each	\$_____	\$_____
3008AF	101KW to 250KW	1	Each	\$_____	\$_____
3008AG	251KW to 500KW	1	Each	\$_____	\$_____
3008AH	501KW to 1MW	1	Each	\$_____	\$_____

3009	Conferences, Meetings 1 /Strategic Planning (See C.8, C.2.2.1)	Days	\$_____	\$_____
3010	Mobilization and Demobilization (See C.3.1, C.6 and B.1.0)	LS	\$10,000	\$10,000
3011	Site Assessment 24 (See C.3.2)	Hours	\$_____	\$_____
3012	Per Diem (IAW JTR) (See B.1.0)	LS	\$5,000	\$5,000

Line Items 3005, 3006, 3010, and 3012 were entered for evaluation purposes only.

PRICE SCHEDULE
OPTION YEAR 4

DIVISION _____ AREA # _____
(STATES OR TERRITORIES _____)

4001 Preparation and Haul (Transport)
of Generators Sets (See C.3.3
and C.3.4)
(Excluding fuel for generator sets)

4001AA One-Way distance up to 25 miles radius
Sizes as follows:

4001AB	Up to 10KW	1	Each	\$ _____	\$ _____
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4001AC	11KW to 30KW	1	Each	\$ _____	\$ _____
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4001AD	31KW to 50KW	1	Each	\$ _____	\$ _____
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4001AE	51KW to 75KW	1	Each	\$ _____	\$ _____
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4001AF	76KW to 100KW	1	Each	\$ _____	\$ _____
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4001AG	101KW to 250KW	1	Each	\$ _____	\$ _____
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4001AH	251KW to 500KW	1	Each	\$ _____	\$ _____
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4001AJ	501KW to 1MW	1	Each	\$ _____	\$ _____
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4001AK One-Way distance up to 50 miles radius
Sizes as follows:

4001AL	Up to 10KW	1	Each	\$ _____	\$ _____
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4001AM	11KW to 30KW	1	Each	\$ _____	\$ _____
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4001AN	31KW to 50KW	1	Each	\$ _____	\$ _____
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4001AP	51KW to 75KW	1	Each	\$ _____	\$ _____
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4001AQ	76KW to 100KW	1	Each	\$ _____	\$ _____
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4001AR	101KW to 250KW	1	Each	\$ _____	\$ _____
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4001AS	251KW to 500KW	1	Each	\$ _____	\$ _____
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4001AT	501KW to 1MW	1	Each	\$ _____	\$ _____
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4001AU One-Way distance up to 75 miles radius
Sizes as follows:

4001AV	Up to 10 KW	1	Each	\$ _____	\$ _____
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4001AW	11KW TO 30KW	1	Each	\$_____	\$_____
4001AX	31KW to 50KW	1	Each	\$_____	\$_____
4001AY	51KW to 75KW	1	Each	\$_____	\$_____
4001AZ	76KW to 100KW	1	Each	\$_____	\$_____
4001BA	101KW to 250KW	1	Each	\$_____	\$_____
4001BB	251KW to 500KW	1	Each	\$_____	\$_____
4001BC	501KW to 1M	1	Each	\$_____	\$_____
4001BD	One-Way distance up to 100 miles radius Size as follows:				
4001BE	Up to 10KW	1	Each	\$_____	\$_____
4001BF	11KW to 30KW	1	Each	\$_____	\$_____
4001BG	31KW to 50KW	1	Each	\$_____	\$_____
4001BH	51KW to 75KW	1	Each	\$_____	\$_____
4001BJ	76KW to 100KW	1	Each	\$_____	\$_____
4001BK	101KW to 250KW	1	Each	\$_____	\$_____
4001BL	251KW to 500KW	1	Each	\$_____	\$_____
4001BM	501KW to 1MW	1	Each	\$_____	\$_____
4001BN	One-Way distance greater than 100 miles radius (PER MILE) Size as follows:				
4001BP	Up to 10KW	100	Miles	\$_____	\$_____
4001BQ	11KW to 30KW	100	Miles	\$_____	\$_____
4001BR	31KW to 50KW	100	Miles	\$_____	\$_____
4001BS	51KW to 75KW	100	Miles	\$_____	\$_____
4001BT	76KW to 100KW	100	Miles	\$_____	\$_____
4001BU	101KW to 250KW	100	Miles	\$_____	\$_____
4001BV	251KW to 500KW	100	Miles	\$_____	\$_____
4001BW	501KW to 1 MW	100	Miles	\$_____	\$_____
4002	Installation of Generator Sets. (See C.3.5) (Enter a per installation Price.)				

Sizes as follows:

4002AA	Up to 10KW	1	Each	\$_____	\$_____
4002AB	11KW to 30KW	1	Each	\$_____	\$_____
4002AC	31KW to 50KW	1	Each	\$_____	\$_____
4002AD	51KW to 75KW	1	Each	\$_____	\$_____
4002AE	76KW to 100KW	1	Each	\$_____	\$_____
4002AF	101KW to 250KW	1	Each	\$_____	\$_____
4002AG	251KW to 500KW	1	Each	\$_____	\$_____
4002AH	501KW to 1MW	1	Each	\$_____	\$_____

4003 Perform Preventive Maintenance on
Generator Sets. (See C.3.6)
(Enter a daily rate) (QTY X 30
DAYS = EQP DAYS)
Sizes as follows:

4003AA	Up to 10KW	750	Days	\$_____	\$_____
4003AB	11KW to 30KW	2250	Days	\$_____	\$_____
4003AC	31KW to 50KW	2250	Days	\$_____	\$_____
4003AD	51KW to 75KW	2700	Days	\$_____	\$_____
4003AE	76KW to 100KW	2250	Days	\$_____	\$_____
4003AF	101KW to 250KW	1200	Days	\$_____	\$_____
4003AG	251KW to 500KW	900	Days	\$_____	\$_____
4003AH	501KW to 1MW	150	Days	\$_____	\$_____

4004 Perform Service on Generator
Sets. (See C.3.7)
(Enter a per service rate)
Sizes as follows:

4004AA	Up to 10KW	1	Each	\$_____	\$_____
4004AB	11KW to 30KW	1	Each	\$_____	\$_____
4004AC	31KW to 50KW	1	Each	\$_____	\$_____
4004AD	51KW to 75KW	1	Each	\$_____	\$_____
4004AE	76KW to 100KW	1	Each	\$_____	\$_____
4004AF	101KW to 250KW	1	Each	\$_____	\$_____

4004AG	251KW to 500KW	1	Each	\$_____	\$_____
4004AH	501KW to 1MW	1	Each	\$_____	\$_____
4005	Furnish, Deliver and Install Fuel, per year (See B.1.0 and C.3.8)		LS	\$50,000	\$50,000
4006	Incidental Supplies and Services (Not to Exceed \$5,000) (See B.1.0 and C.3.7.2)		LS	\$5,000	\$5,000
4007	Recovering Generator Sets. (See C.3.9) (Enter a per removal rate.) Sizes as follows:				
4007AA	Up to 10KW	1	Each	\$_____	\$_____
4007AB	11KW to 30KW	1	Each	\$_____	\$_____
4007AC	31KW to 50KW	1	Each	\$_____	\$_____
4007AD	51KW to 75KW	1	Each	\$_____	\$_____
4007AE	76KW to 100KW	1	Each	\$_____	\$_____
4007AF	101KW to 250KW	1	Each	\$_____	\$_____
4007AG	251KW to 500KW	1	Each	\$_____	\$_____
4007AH	501KW to 1MW	1	Each	\$_____	\$_____
4008	Perform Service on Generator Sets for Return to Storage (See C.3.10) (Enter a per service rate) Sizes as follows:				
4008AA	Up to 10KW	1	Each	\$_____	\$_____
4008AB	11KW to 30KW	1	Each	\$_____	\$_____
4008AC	31KW to 50KW	1	Each	\$_____	\$_____
4008AD	51KW to 75KW	1	Each	\$_____	\$_____
4008AE	76KW to 100KW	1	Each	\$_____	\$_____
4008AF	101KW to 250KW	1	Each	\$_____	\$_____
4008AG	251KW to 500KW	1	Each	\$_____	\$_____
4008AH	501KW to 1MW	1	Each	\$_____	\$_____

4009	Conferences, Meetings 1 /Strategic Planning (See C.8, C.2.2.1)	Days	\$_____	\$_____
4010	Mobilization and Demobilization (See C.3.1, C.6 and B.1.0)	LS	\$10,000	\$10,000
4011	Site Assessment 24 (See C.3.2)	Hours	\$_____	\$_____
4012	Per Diem (IAW JTR) (See B.1.0)	LS	\$5,000	\$5,000

Line Items 4005, 4006, 4010, and 4012 were entered for evaluation purposes only.

SECTION C Descriptions and Specifications

SECTION C Descriptions and Specifications

EMERGENCY POWER SCOPE OF WORK (SOW)

GENERATOR SET ACTIVITIES

C.1.0 General.

The work under this contract consists of supporting all generator set activities during emergency operations in a state/territory/commonwealth or region. Generator set activities are defined as assessing power needs, preparing, hauling, installing, performing preventive maintenance, servicing, fueling, relocating and recovering Government Furnished Equipment (GFE) (engine-generator sets) and associated fuel systems and Contractor Furnished Generator sets and associated fuel systems, and hauling, installing and maintaining other Government Furnished power equipment such as substations. The Contractor shall provide all support and logistics required to support Contractor personnel. The Contractor shall perform generator set activities twenty-four (24) hours a day, seven (7) days a week including all weekends and holidays. The contractor shall be required to be in compliance with all applicable local permits and licenses (FAR 52.236-7). The Contractor shall participate in pre and post emergency conferences, workshops, meetings and exercises such as Command Post Exercises, After Action Reviews, Lessons Learned Analysis, Planning and Response Team Train Ups as directed by the Government.

C.1.1 Contractor Responsibilities

Government Furnished generator sets range in size from 4 KW up to 1MW. Contractor Furnished generator sets may range in size from 4KW to over 1MW. The Contractor shall be responsible for providing all labor, transportation, equipment and supervision required to perform generator set activities. The Contractor shall be responsible for providing all loading, hauling, and unloading equipment (e.g. cranes, boom trucks, fork lifts, self loaders, flatbed trailers and trucks) necessary for performing the work required by this contract in all types of terrain, during periods of limited visibility and under all weather conditions. The Contractor shall make his own investigation of available roads for transportation, load limits for bridges and roads, and other road conditions affecting the transportation of generator sets and equipment to the site. The Contractor shall provide all fuel, fueling equipment and fuel transportation requirements to support generator set activities. The Contractor shall be responsible for providing all hardware not furnished by the Government as part of the initial Bill of Materials (BOM) required for installation of the generator sets; cabling, conductors, conduits, supports, disconnects, terminations, etc. When directed by the Government, the Contractor shall be responsible for obtaining all required generator set operating and service manuals not furnished as Government Furnished Material (GFM). The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

C.1.2 Task Orders

For generator set activities, each site assessment, preparation, hauling, installation, preventive maintenance, service, fueling, relocating and recovering, and service for return to storage shall be accomplished at the direction of the Contracting Officer through the issuance of a Task Order. Payment will not be made to the Contractor for work not specifically authorized by the Contracting Officer.

C.1.2.1 Issuance of a Task Order is considered to be the Notice to Proceed.

(1) Work shall not commence until acceptable Operation Action Plans and schedules have been submitted and approved.

(2) While the Contractor is operating under acceptable interim plans, the Contracting Officer may retain funds from progress payments in accordance with the Contract Clause entitled Payments under Fixed-Priced Service Contracts until such time as the Contractor submits acceptable final plans.

(3) If acceptable final plans are not submitted within a reasonable time, as determined by the Contracting Officer, the Contracting Officer may order the Contractor to stop work until such time as acceptable plans have been submitted and approved. Any such stop work order will not be considered a suspension of work for an unreasonable period of time under the Contract Clause entitled Suspension of Work and the Contractor shall not be entitled to pay adjustments as a result of the stop work order.

C.1.3 Identification of Employees and Subcontractors

Contractor employees shall carry some form of company identification at all times during the execution of this contract. The Contractor shall provide a name list of all preventive maintenance and service personnel, electricians and Master Electricians, drivers and equipment operators, etc, within twenty-four (24) hours of issuance of each Task Order. In addition, the Contractor shall identify subcontractor individuals used to comply with the requirements of this contract within twenty-four (24) hours of the issuance of each Task Order. An updated list of personnel and subcontractor individuals shall be provided weekly. The Contractor shall provide a copy of licenses and certificates of all personnel involved in this contract upon request from the Contracting Officer or authorized representative.

C.1.4 Rights-of-Entry

The Government's Real Estate representative will provide the Contractor with two copies of the Government completed Right-of-Entry (ROE) form and the Environmental Baseline Assessment (EBA). Completed ROE forms shall be in English. (ROE's in Spanish are furnished for informational purposes only). It is the intent of the Government to have these documents completed prior to commencing work (placement of generator sets) and available to the Contractor at the staging area. The up-front permission of the property owner is necessary in order to protect him, the US Government and the Contractor. Nonetheless, the Government may not require ROE's for site "generator need" assessment under emergency circumstances but would instead rely on tacit permission implied in the request for assistance. The completed ROE will bear the address of the property and the property owner's signature. Work shall be performed only on property identified on the Government-furnished ROE forms. Contractor shall review both ROE and EBA and report any discrepancies to the Contracting Officer or authorized representative. The Environmental Baseline Assessment shall serve as documentation of the condition of the property designated for generator placement and Contractor access prior to installation of a generator set. The Contractor shall be responsible for any and all damage to the designated property that is not documented on the EBA.

C.1.5 Contractor Responsibilities for Rights-of-Entry

The ROE will be furnished for the sole purpose of generator set assessment, installation, preventive maintenance, service, and recovery. Contractor personnel shall only enter property identified on the completed Government-furnished ROE form and shall enter property only as permitted by the ROE. The Contractor shall be liable for damages at property locations in which the Government did not supply the Contractor with a ROE. The Contractor shall not make any representations to the property owner that may mislead the property owner or may lead the property owner to assume that the Contractor has been authorized by the Government to perform other work.

C.1.6 Inventory Control

The Contractor shall perform generator set activities at various locations as designated in the Task Order. The Contractor shall be responsible for, and shall account for, each generator set and Government furnished Bill-of-Materials (BOM) received from the Government from the time the equipment is loaded onto the Contractor's vehicle until installation at the site has been completed, and from the time recovery is begun until such time as the generator set has returned to the staging area or installed at another site, or the Contractor is relieved of this responsibility in writing by the Government. Security for each generator set and Government furnished BOM will be the responsibility of the facility owner from the time installation is completed until recovery is begun. The Contractor shall maintain at all times an updated inventory of all sites where generator set(s) have been hauled as outlined in C.1.9.

C.1.7 Loading and Unloading Generators

All generator sets shall be onloaded and offloaded using spreader bars or equivalent. This is a safety measure and prevents unnecessary costly damage and downtime. At no time may metal chains be utilized to onload/offload GFE. In the event of loss or damage to a generator set, the Contractor shall provide immediate, accurate notification and documentation of the incident to the Contracting Officer or authorized representative. If loss or damage occurs as a result of the fault or negligence of the Contractor, the Contractor shall be responsible for repairing or replacing the item(s) in question at no cost to the Government. Any repairs or replacement of the same shall first be coordinated with the Contracting Officer or authorized representative. The standard for determining fault or negligence shall be the same as that for the Default (Fixed-Price Supply and Service, FAR 52.249-8) clause of this contract. The only exception for using chains is when the metal chain(s) can be hooked directly into the manufacturer or Government provided lifting eyes located on top of the generator or when attaching to the eyelets of nylon web lifting straps used to lift the generator sets. In addition, the Contractor shall exercise extreme care when securing generators in preparation for movement to include ensuring tie down straps are not over tightened to the point of damaging the generator's sheet metal housing. "V" boards or similar shall be utilized whenever there is contact between the tie-down strapping and sheet metal.

C.1.8 Previously Installed Generators

The Government may have installed some generator sets prior to the Contractor's arrival. As directed by the Contracting Officer or authorized representative, the Contractor shall assume and perform all required generator set activities for these generator sets. Prior to transfer of responsibility for any previously installed generator set(s), the Contractor shall accompany the Contracting Officer or authorized representative to the installation site to verify the condition of the generator, the installation and the site.

C.1.8.1 The Contractor shall ensure the working-hour meter is in proper working order and shall record the meter reading. If the generator is not equipped with a working-hour meter, the Contractor shall install a working-hour meter. For all previously Government-installed generator sets, the Contractor shall, within twenty-four (24) hours of award of a task order, perform generator set activities as required by the government and include these generator sets in the daily property inventory reports outlined in C.1.9. (See B.1.0)

C.1.9 Reports

C.1.9.1 Initial Installation Report

Following the initial installation of any generator the Contractor shall submit an initial installation report that shall include the following information on 8.5" by 11" paper format: Site location; site owner's name and contact information and a site point-of-contact name and contact information is different than the site owner information; ROE number; FEMA/GFE bar code number or manufacturer's name, model, and serial number if no Government bar code number posted; Generator kW size; Voltage output; Phase; listing of any accessories (specifically things like external fuel tank information and if the generator set has an enclosure); BOM utilized; and a detailed site map of the generator's location. This initial installation report shall be submitted with 24-hours of the installation of the generator, or for any generator turned over to the Contractor (if previously installed by others). The detailed site map shall include, as a minimum, name and description of the property (City of Hope Water Treatment Site #2, Tampa Hospital, etc), a street address and direction and distance from staging area, and Global Positioning System

(GPS) location. The Contractor shall provide its own GPS equipment and shall be proficient in its use prior to mobilization.

C.1.9.2 Daily Property Inventory Report

The Contractor shall prepare a daily property inventory report that describes fully his activities for the 24-hour period as further described herein. This report shall include, at a minimum, any and all relevant information on the activities they have conducted on each generator turned over to them for hauling, installation, maintenance and/or operations activities, and recovery. As a minimum, the property inventory report shall include/verify the generator identification number (Bar Code or serial numbers), site location, fueling activities, operational status and problems encountered. This report shall be submitted to the Contracting Officer or authorized representative no later than 5:00 p.m. each day or at a time designated by Contracting Officer or authorized representative.

C.1.9.3 Weekly Task Order Report

The Contractor shall prepare a weekly task order report which shall include, as a minimum, the total number of Task Orders received to date, the number of new Task Orders received during the reporting period, the number of pending Task Orders, and the number of Task Orders completed during the reporting period. The report shall also include for each Task Order that has been issued: a list of associated payment items, total amount for each payment item to date, and total amount for the Task Order to date; as well as the total cost to date for all Task Orders associated with the particular emergency event. This report shall be submitted to the Contracting Officer or authorized representative no later than 5:00 p.m. on the day designated by Contracting Officer or authorized representative

C.1.10 Contractor's Responsibility for Damage to Existing Facilities, Equipment or Property

If, through the Contractor's fault or negligence, any damage occurs to existing facilities, equipment, or other real or personal property, the Contractor shall provide immediate, accurate notification and documentation of the incident to the Contracting Officer or authorized representative. The Contractor shall be responsible for repairing or replacing the item(s) in question at no cost to the Government. Any repair or replacement of the same shall first be coordinated with, and approved by, the Contracting Officer or authorized representative.

C.1.11 Key Personnel

Within twenty-four (24) hours after receiving notice of contract award, the Contractor shall provide to the Contracting Officer or authorized representative a list of key personnel available twenty-four (24) hours a day in the event a requirement for contract performance arises after regular working hours. As a minimum, this list will include their names, day and evening phone numbers (land and cellular, pager number, etc). The standard for responding by voice communications shall be within thirty (30) minutes. After issuance of the initial Task Order, the Contractor shall maintain a key personnel roster, updating this roster on a daily basis and making it available upon request from the Contracting Officer or authorized representative.

C.1.12 Geographic Area

The primary purpose of this contract is to provide services in the state/territory/commonwealth as shown below:

1. North Atlantic Division (NAD)

Geographic Areas:

New Jersey, New York, Pennsylvania,
Connecticut, Rhode Island, Massachusetts,
Vermont, New Hampshire, Maine, Maryland,
Delaware, District of Columbia, Virginia,
and West Virginia (Combined into one area)

Geographic Area #

1

2. South Atlantic Division (SAD)

Geographic Areas:	Geographic Area #
Alabama, Florida (Combined into one area)	2A
Georgia, North Carolina, & South Carolina (Combined into one area)	2B
Puerto Rico	2C
US Virgin Islands	2D

3. Mississippi Valley Division (MVD)

Geographic Areas:	Geographic Area #
Louisiana, Mississippi (Combined into one area)	3

4. Southwest Division (SWD)

Geographic Areas:	Geographic Area #
Texas, Oklahoma, and Arkansas (Combined into one area)	4

5. South Pacific Division (SPD)

Geographic Areas:	Geographic Area #
California, Utah, Nevada, Arizona and New Mexico (Combined into one area)	5

6. Pacific Ocean Division (POD)

Geographic Areas:	Geographic Area #
Alaska	6A
Hawaii	6B

The Government reserves the right to require performance outside the geographic region for which the contract is written. Prices for work outside the geographic region of the contract will be negotiated as required under the Changes – Fixed Price clause of the contract. The Contractor may request adjustment in the unit prices for added areas. Requests for adjustment in unit prices to cover added areas must be submitted to the Contracting Officer within 4 calendar days of the issue date of the Task Order. Upon receipt of such request, the Contracting Officer will determine the reasonableness of the request and negotiate an equitable adjustment if necessary.

C1.13 Contractor Furnished Generators

When required by the Task Order, the Contractor shall furnish generators and associated fuel supply and connecting equipment and materials to the Government staging area or other location as directed by the Task Order. The price for furnishing and delivering the equipment and materials, including operation and service manuals, and for removing the equipment and materials after use and the delivery time, will be negotiated for each Task Order. Payment for preparation and hauling, installation, preventive maintenance, servicing, fueling, and recovering, and incidental supplies and services will be made under the contract price items.

C.2.0 Plan of Operation.

C.2.1 The Contractor shall provide a detailed Operations Action Plan overview encompassing C.2.1.1 (A through N) describing how they intend to fulfill the requirements of the Scope of Work within twenty-four (24) hours of notification of contract award or exercise of an option period. In addition, the Contractor shall provide a mission-specific Operations Action Plan encompassing C.2.1.1 (A through N) detailing their concept of operation within twenty-four (24) hours of issuance of the initial Task Order. To aid the Contractor in the development of the mission specific Operations Action Plan, it is the Government's intent to issue a mobilization Task Order for the deployment of a three to five person Advance Team to conduct site survey no later than D-3 (third day since disaster occurrence). Failure of the Contractor to comply with the above requirements within the time prescribed shall be considered a condition endangering the performance of the contract and may be considered grounds for termination of the contract in accordance with the Contracts Clause entitled Default (Fixed-Price Services) of this contract.

The Contractor shall abide by and the Government will enforce the tentative Operations Action Plan included with the proposal and the detailed and mission-specific Operations Action Plans provided to the Government.

The detailed and mission-specific Operations Action Plans shall be approved by the Contracting Officer or authorized representative prior to proceeding with the contract work.

C.2.1.1 The Contractor's Operations Action Plans shall include at a minimum:

- A. Mobilization Plan (Concept of Operation, time schedule, phasing plan)
- B. Plan for conducting Government directed Assessments (Concept of Operation, qualifications, internal procedures, sample assessment worksheet)
- C. Generator Set Preparation Plan (Concept of Operation, documentation procedures, proposed schedule, internal Standard Operating Procedures (SOP's))
- D. Plan for Hauling (Concept of Operation, itemized, detailed list of equipment, including quantities and capacities)
- E. Plan for Installation of generator sets (Concept of Operation, proposed schedule, documentation procedures, identification of Master Electricians and Journeyman Electricians, internal SOPs)
- F. Plan for Preventive Maintenance (Concept of Operation, documentation procedures, proposed schedule, internal SOPs)
- G. Plan for Service (Concept of Operation, Response Plan in event of generator malfunction/breakdown, documentation procedures, proposed service schedule, internal SOPs)
- H. Fueling Plan (Concept of Operation, proposed equipment, documentation procedures, proposed schedule, Emergency Spill Response Plan, cleanup procedures, internal SOPs)
- I. Plan for Recovering (Concept of Operation, list of qualified individuals to perform this task, detailed list of equipment and capacities, preparation for storage plan)

- J. Demobilization Plan (Concept of Operation, time schedule, phasing plan)
- K. Safety Plan (Written safety plan which addresses each major phase of this SOW, Internal Safety Standard Operation Policies and Procedures, key Safety personnel and their qualifications, training and experience levels, Activity Hazard Analysis (specifically for specialized equipment used in performance of work) for each major phase of work, conformance to Corps of Engineer Safety and Health Requirements Manual, EM 385-1-1, demonstrated knowledge of local, state and Federal safety requirements. The Contractor shall ensure that operations during periods of limited visibility are specifically addressed in all Action Plans.)
- L. Quality Control (QC) Plan (Concept of Operation, personnel qualifications, internal procedures)
- M. Environmental Protection Plan (Concept of Operation, personnel qualifications, procedures)
- N. Contractor Furnished Generators (Concept of Operation, source of equipment, contracting methods, transportation plan)

C.2.2 Not later than eight (8) hours after award of the initial Task Order, the Contractor shall provide an Operations Manager knowledgeable in all facets of the Contractor's operation (generator set activities) to serve as liaison, with no collateral duties, between the Contracting Officer and the Contractor's senior management at the Emergency Response and Recovery Office (ERRO) location determined by the Government. This individual is considered part of the Contractor's Advance Team if this team is mobilized under a separate Task Order to conduct site survey. The Operations Manager shall be on call twenty-four (24) hours per day, seven (7) days per week and shall be able to immediately contact the Contractor's senior management, via electronic means (fax machine, cell phone and Internet capabilities). This position will not require constant presence of the Operations Manager, but the Operations Manager shall be physically capable of responding to the ERRO within thirty (30) minutes of notification. The Contractor is responsible for establishing its own office and providing all related communication and office equipment required to support the Operations Manager. The Operations Manager shall have authority to act on behalf of the company's senior management to make any and all decisions required under this contract and shall have the authority to sign all contractual documents. In areas where English is not the primary language, the Contractor's Operations Manager, field crew foremen and supervisors shall be bilingual. An acceptable alternative is to use translators/interpreters as a method to ensure communication avenues are maintained, at no additional cost to the Government.

C.2.2.1 Strategic Planning Services. The Government's response may require additional coordination with the Contractor relative to overall contract performance and strategic planning for the mission. The Contractor shall provide a senior manager in the Contractor's organization, experienced with all facets of emergency power activities, to provide services in coordination of response and participation in planning activities. These services may be required at various locations in support of the Emergency Support Function (ESF-3) cell at the impacted Division, HQUSACE, Regional Operations Center (ROC), Disaster Field Office (DFO) or other locations. This senior manager shall have full access to the firm's communication and information management resources required to perform this function. After the Government and the Contractor reach agreement on the location(s), date, time, and the estimated length of need for the senior manager for Strategic Planning Services, the Government will issue a Task Order incorporating this agreement.

C.3.0 Execution of Work.

C.3.1 Mobilization.

The Contractor shall commence mobilization and be ready to provide generator set activities within forty-eight (48) hours of issuance of the initial Task Order. All personnel, supplies and equipment required for the initial placement of generator sets of various sizes shall be onsite at a location designated by the Contracting Officer or authorized representative in the initial Task Order. The size and make up of the mobilization package is situational specific for a particular mission and will be negotiated between the Contractor and the Government. See C.2.1.1 (A).

C.3.2 Assessments.

It is anticipated that the Government representatives will make the majority of assessments but the Government reserves the right to task the Contractor to perform the same. The Government will communicate its intent to the Contractor in sufficient time, based on the training schedule of the 249th Engineer Battalion, whether or not the Government will require the Contractor to perform the majority of the assessments for a specific situation. If it is determined that the Contractor will be tasked to perform the majority of the assessments, the make up and size of the advance party, as part of the mobilization Task Order, will be negotiated based on situational circumstances. The number of assessment teams required will fluctuate based on the mission. Place of performance within the disaster area will be determined by the Government. The purpose of the assessment is to determine generator set requirements. The Contractor shall have trained personnel capable of making power and generator set assessments, to include assessing hook-up requirements. The Government will prioritize the assessment order. After mobilization, Contractor shall be capable of responding within one (1) hour of receipt of issuance of a Task Order to dispatch assessment teams to commence the assessment process. The Contractor shall provide a written assessment worksheet of the power and generator set requirements. The Government will provide the Contractor with either a Government assessment worksheet or the minimum requirements for the assessment worksheet. The Contractor shall identify multiple generator set sizes on the assessment worksheet in the event the required generator set size is not available to satisfy a particular requirement. Ideally, given the situational circumstances, the assessment worksheet shall be completed and submitted or results communicated to the Contracting Officer or authorized representative within six (6) hours after issuance of a Task Order for the assessment. Safety shall never be compromised in order to meet a time schedule. See C.2.1.1 (B).

C.3.3 Preparation.

C.3.3.1 At the Government's generator set staging area, the Contractor is responsible for conducting a complete preparatory preventive maintenance check of all components of the Government or Contractor furnished generator set and Bill of Materials. The Government will prioritize the preparation order. All deficiencies discovered by the Contractor shall be immediately reported to the Contracting Officer or authorized representative. The Contractor shall be responsible for correcting all deficiencies on Contractor furnished generator sets or Bills of Materials. Each generator set shall be given a complete initial preventive maintenance check to include petroleum, oils and lubricants (POL), battery check, working-hour meter check, and coolant check. All fluids shall be filled to their proper levels. The Contractor shall provide fueling capability at the staging area. The Contractor shall inventory all equipment designated as part of a generator set, to include operating manuals (if any), and Bill of Materials (cables, connectors, etc.). The Contractor shall document the before/after condition of generator sets received/returned from/to the Government. The Contractor shall comply with all applicable Federal, state/territory/commonwealth, and local environmental regulations at the staging area.

C.3.3.2 All initial generator configurations/reconfigurations shall be completed at the staging area. If a generator set is already out in the field, the Contractor shall perform generator set reconfiguration at a location deemed most efficient by the Contracting Officer in consultation with the Contractor. All configurations/reconfigurations shall be performed in accordance with manufacturer's specifications.

C.3.3.3 Upon direction of the Contracting Officer or authorized representative, the Contractor shall conduct load bank test at the staging area to determine mission capability. Generator shall be operated a minimum of thirty 30 minutes at 80% load capacity. The Government will provide Load bank testing equipment. (See B.1.0). In the event load bank testing equipment is not available from the Government, The Contractor shall provide the required load bank test equipment by rental, lease or purchase and perform testing as required. The price for load bank testing will be negotiated under the Incidental Supplies and Services item. (See B.1.0).

C.3.4 Hauling.

The Contractor is responsible for providing all equipment and personnel necessary to onload and offload generator sets and associated fuel systems. The Government will prioritize the hauling order. Contractor shall haul generator sets from any location to any location within the contract's geographic area as designated by the Contracting Officer or authorized representative. The Contractor is responsible for complying with all Federal, state, territory and commonwealth Department of Transportation rules and regulations. The Contractor shall provide all required

roadmaps, atlases, etc. If the Contractor does not install the generator set, the Contractor will be paid for transporting (hauling) only. It is anticipated that 1MW and larger generator sets are trailer/chassis mounted.

C.3.5 Installation.

After mobilization, (completing a specific mobilization Task Order, taking into consideration the situational circumstances,) the Contractor shall be capable of responding within of four (4) hours of receiving issuance of a Task Order to install, relocate, or remove generator sets. The Government will prioritize the installation order. The Contractor shall provide all personnel and equipment to install generator set activities during periods of limited visibility. The Contractor shall comply with all requirements of the most current edition of the US Army Corps of Engineers EM 385-1-1, which shall be furnished by the Government. See Section H of the solicitation, paragraph SAFETY REQUIREMENTS.

C.3.5.1 All electricians shall be licensed or certified. For safety purposes, all electrical work shall be accomplished utilizing two person teams, with the team leader being a certified master electrician or licensed journeyman electrician. All phases of electrical work shall be accomplished by or under the supervision of a certified master electrician or licensed journeyman electrician and a fully qualified electrician apprentice. Connections to load shall be made in accordance with NFPA -70, National Electrical Code (NEC) - the edition in force at the time solicitation is issued - and all local codes, rules and regulations and generator manufacturer's specifications. The Contractor shall provide all cabling and other accessories necessary for completing the installation if not provided as BOM. Connections to the load shall be made with conductors capable of handling the load in accordance with the NEC. Utility power conductors shall be disconnected from the main switch at the site prior to installation, to ensure that generator power will not feed into utility lines and that utility power shall not be connected with the generator in operation. The wiring at the site shall be inspected for safe conditions and shall be tested with a megaohmmeter for shorts and grounds. A generator shall not be connected to unsafe wiring. Prior to power being applied, all work shall be inspected and certified by the team leader. Any wiring deficiencies shall be reported to the Contracting Officer or authorized representative. . The price for materials which are required for installation, but which are not included in the Bill of Materials will be negotiated under the Incidental Supplies and Services item. (See B.1.0)

C.3.5.2 The Contractor shall ensure the working-hour meter is in proper working order and shall record the meter reading no later than the time of installation. If the generator is not equipped with a working-hour meter, the Contractor shall install a working-hour meter. See Section B.1.0.

C.3.5.3 The complete installation shall be initially started and tested for operational compliance by the team leader.

C.3.5.4 At installation location, the Contractor shall furnish, as a minimum, fuel absorption matting that shall be placed at the generator as required to contain any spilled or leaked fuel. Matting shall have an impermeable backing to prevent the fuel from contaminating the soil supporting the equipment. In the event matting is unavailable, heavy-duty tarp may be substituted. Heavy-duty tarp shall be reinforced, oil-resistant type that shall be supported to contain any spilled fuel. Spilled fuel and contaminated matting shall be removed promptly and properly disposed of as required. Upon completion of this work, the Contractor shall dispose of matting, tarp, and spilled and contaminated fuel in accordance with state/territory/installation, commonwealth and local environmental disposal regulations.

C.3.6 Preventive Maintenance.

The Contractor shall provide all daily preventive maintenance necessary for ensuring continuous operation of the generator sets. Contractor shall have qualified personnel trained in power generator maintenance, to include all components of the generator set, perform this work. Each generator set shall be maintained in accordance with manufacturer's specifications and recommendations. The Contractor shall provide the Contracting Officer or authorized representative a Preventive Maintenance daily schedule. Daily operational checks shall include, but not limited to, checking working-hour meter for operation, checking battery level, checking coolant, checking oil levels, checking fuel levels and filling all fluids to proper levels. In addition, the preventive maintenance personnel shall conduct a visual inspection of all external components (connections, hoses, belts, cables, etc) for serviceability and excess wear and tear and of the area around the generator set for signs of fluid leakage. Daily check sheets shall be

logged and documented showing date checked, hour meter reading and preventive maintenance personnel 's initials. Sheets shall be protected with a rainproof covering furnished by the Contractor. The Contracting Officer or authorized representative shall inspect to ensure proper preventive maintenance procedures are accomplished. All preventive maintenance documentation shall be furnished to the Contracting Officer or authorized representative on, at a minimum, a weekly basis or upon request.

C.3.7 Service.

C.3.7.1 Each generator set shall be checked for operational service status based on fuel consumption estimates and frequency of manufacturer's recommended services. Each generator set shall be serviced a minimum of every 240 hours or as directed by the Contracting Officer or authorized representative if manufacturer's recommended services can not be ascertained. Service shall include changing oil, filters(s) (oil, air, and fuel) at manufacturer's recommended interval or as directed by the Contracting Officer or authorized representative. Engine lubrication oil shall be equal to the manufacturer's specified brand and grade for operating under extreme environmental conditions. When filter(s) are replaced, date and hour meter reading shall be noted on the filter using a permanent marker. All other fluids shall be maintained in accordance with generator set manufacturer's recommendations. All fluids and contaminated fuel shall be removed promptly and properly disposed of in accordance with local and state/territory/commonwealth environmental disposal regulations.

C.3.7.2 The Contractor is responsible for minor maintenance service repairs as a result of normal wear and tear. Minor repair shall be any repair that is external to the generator engine set and parts and labor are estimated less than \$1,000.00. Support documentation shall be provided with invoices to support reimbursement. For repairs estimated between \$1,001.00 and \$5,000.00, the Contractor shall perform repairs at the discretion of the Contracting Officer or authorized representative. A major repair is defined as exceeding \$5,001.00 in parts and labor. The Government may, depending upon the extent of repairs required and the time required to complete the repair and other factors, elect to negotiate a separate contract vehicle for performance of major repairs. The price for materials that are required for repairs will be negotiated under the Incidental Supplies and Services item. (See B.1.0)

C.3.7.3 In the event of a generator malfunction or breakdown, the Contractor shall mobilize for a specific incident within thirty (30) minutes after notification of the problem by the Contracting Officer or authorized representative. The contractor shall immediately notify the Contracting Officer or authorized representative of each malfunction or breakdown the Contractor discovers for instructions on how to proceed.

C.3.7.4 Upon direction of the Contracting Officer or authorized representative, generators requiring major repairs shall be replaced by a generator in storage and the replaced generator will be returned to storage.

C.3.7.5 Service records shall be maintained on all serviced generator sets. The Contractor shall provide to the Contracting Officer or authorized representative no later than the daily reporting time a Contractor furnished service ticket for each generator set serviced that day. Minimum information on the service ticket includes brand, model, kW, barcode number, location, list of parts and quantity of fluids used, Task Order number, and payment item number. The Contractor shall coordinate all scheduled services with the user and Contracting Officer or authorized representative and shall notify the Contracting Officer or authorized representative of any scheduling conflicts.

C.3.8 Fueling.

C.3.8.1 Fueling of generator sets is a separate function from preparation, hauling, preventive maintenance and service descriptions. It is a separate contract line item number (CLIN). Prior to beginning work, the Contractor shall provide to the Government's Environmental Engineer for review the Contractor's written Emergency Spill and Response Plan. See C.2.1.1 (H)

C.3.8.2 Fueling shall be accomplished in accordance with safety procedures. Generator sets shall be fueled by the Contractor on an as-needed basis. The Contractor shall anticipate performing the initial fueling at the generator installation site. The initial fueling may be accomplished at the staging area but is discouraged. It will be allowable only if he can demonstrate the additional weight can be safely loaded, transported, and off-loaded, or if such transportation of a fueled generator does not violate local ordinances nor any applicable requirements of EM 385-1-

1, the U.S. Army Corps of Engineers Safety and Health Requirements Manual." At no time shall the generator be allowed to run out of fuel. Only the appropriate fuel and grade shall be used in accordance with manufacturer's specifications. Generators damaged as a result of running out of fuel or being fueled with the wrong type of fuel shall be the responsibility of the Contractor. Repair or replacement of the generator shall be at the sole expense of the Contractor. The Contractor shall not delegate the fueling responsibility to the user of a generator set. If the Contractor cannot access a site for fueling (i.e. locked gate, access denied by guard, etc.), the Contractor shall immediately contact the Contracting Officer or authorized representative.

C.3.8.3 At each fueling, to include initial fueling at the staging area, the Contractor shall record on a ticket furnished by the Contractor the following information: the FEMA Bar Code number displayed on the generator, or if this number is absent the manufacturer's name, model, and serial number of the generator; kW size; date; location; reading on working-hour meter; Task Order number, and quantity and type of fuel. A copy of each fueling ticket must be submitted with requests for payment under the fuel line item. The Government shall allow a maximum of .07 gallons of fuel, per kW, per hour.

C.3.8.4 Spilled fuel and contaminated fuel shall be removed promptly and properly disposed of in accordance with local and state/territory/commonwealth environmental disposal regulations. The Contractor shall be responsible for clean up of all spilled fuel. Apart from the generator set's external fuel tank, fuel shall not be stored at the generator site.

C.3.9 Recovering Generator Sets.

C.3.9.1 The Contractor shall provide all equipment and personnel required to recover generator sets. Contractor shall be capable of responding within four (4) hours of receiving issuance of a Task Order from the Contracting Officer or authorized representative to commence relocation or removal of generator sets. The Government will prioritize the order for recovery of generator sets. The Contractor shall comply with all requirements of the most current edition at time of contract award of the US Army Corps of Engineers EM 385-1-1. See Section H, paragraph SAFETY REQUIREMENTS.

C.3.9.2 The team leader shall disconnect all generator sets. Disconnection to load shall be made in accordance with NFPA -70, National Electrical Code - the edition in force at the time solicitation is issued - and all local codes, rules and regulations. The Contractor shall either remove or tape external (service) wiring to prevent possibility of electrical shock. Utility power conductors shall be reconnected from the main switch at the site. The wiring at the site shall be inspected for safe conditions and shall be tested with a megaohmmeter for shorts and grounds. Utility power conductors shall not be reconnected to unsafe wiring. Any wiring deficiencies shall be reported to the Contracting Officer or authorized representative.

C.3.9.3 When removing a generator set from service, the Contractor shall disconnect it (conductors shall be removed, not cut), clean it, and record the reading on the working-hour meter. Wiring, cabling, lugs, connectors and other hardware shall accompany the relocated or recovered generator sets. The Contractor shall either return the generator set to the Government's Staging Area, or haul and install it at a site designated by the Contracting Officer or authorized representative.

C.3.9.4 Contractor shall be responsible for reconnection to utility service upon removal of each generator set and coordination with the local electrical utility provider through the Contracting Officer or authorized representative. Removals, relocations, and recoveries shall be included in the daily status report. When directed by the Contracting Officer or authorized representative to return the generator set to the Government's staging area for temporary storage, the Contractor may leave remaining fuel in the day tank.

C.3.9.5 The Contractor shall provide all equipment and personnel necessary to onload and offload generator sets and associated fuel systems during recovery operations. See C.1.7 and C.3.4

C.3.10 Service for Return to Storage

C.3.10.1 When directed by the Contracting Officer or authorized representative to return the generator set for permanent storage at the Government's storage site, the Contractor shall first remove all fuel from the generator fuel storage tank. The Contractor shall pressure wash all generators returned for permanent storage. Prior to permanent storage and in accordance with manufacturer's requirement for long-term storage, generator sets shall be serviced and made ready for future use.

C.3.10.2 The Contractor shall change the oil, filters(s) (oil, air and fuel) if more than 24 hours have elapsed on the working hour meter since the last service, check the battery, check the coolant, and fill all fluids to their proper levels. The generator's exhaust port shall be made weatherproof by means of a securely fastened metallic cap.

C.3.10.3 The Contractor shall return all Government furnished Bill of Materials with the generator. The Contractor shall replace BOM items that are not reusable. The price for materials that are required for replacement of BOM due to normal usage will be negotiated under the Incidental Supplies and Services item. No payment will be made for replacement of BOM items due to Contractor negligence or improper usage. (See B.1.0)

C.3.11 Per Diem – If the Contractor's base of operations is located at least 50 miles from the Contractor's normal place of business, and if the Contractor is required to reimburse employees for lodging and meals, the Government will pay reasonable costs not to exceed the daily rate (actual rate when authorized) the Government pays its own employees.

C.4 Site Remediation.

The Contractor shall ensure an installation site is returned to its previous condition as noted on the initial EBA. In addition, the Contractor shall coordinate with the US Army Corps of Engineers Environmental Engineer who shall inspect and notify the Contracting Officer or authorized representative of clearance from an installation site.

C.5 Hazardous and Toxic Waste Disposal.

The Contractor shall provide hazardous toxic waste containment equipment/supplies for use at the generator set staging area, and generator set placement sites. Contractor shall be responsible for disposal of all waste materials. The Contractor shall be responsible for the recovery and proper disposal of all used fuels, contaminated fuels, filters, rags, batteries, used oils and filters, and all other materials related to the maintenance and service of the generators and all other hazardous materials. In addition, the Contractor shall coordinate with the US Army Corps of Engineers Environmental Engineer who shall inspect and notify the Contracting Officer or authorized representative of clearance from the generator set staging area.

C.6 Demobilization.

All personnel, supplies and equipment required to recover the generator sets shall complete demobilization no later than forty-eight (48) hours after issuance of this task order. See C.2.1.1

C.7 Safety.

The Contractor shall provide a written Safety Plan that addresses each phase of the SOW. The Contractor shall provide an Activity Hazard Analysis that addresses each phase of the SOW. Contractor shall provide all safety equipment in accordance with OSHA standards to include personnel reflective gear use for use at staging areas and installation sites during periods of limited visibility. The Contractor shall designate a supervisory person to be present on the site, overseeing work at the site. The person may have additional duties as crew foreman. The Contractor shall comply with all requirements of the US Army Corps of Engineers, Safety and Health Requirements Manual, EM 385-1-1 current edition at the time of contract award. See Section H, paragraph SAFETY REQUIREMENTS.

C.8 Conferences/Meetings.

The Contractor shall participate in pre - and post-emergency conferences, workshops, meeting and exercises such as Command Post Exercises, After Action Reviews, Lessons Learned Analysis, Planning and Response Team Training Exercises, etc. See Section B.1.0. The Contractor will be reimbursed for labor, per diem and travel costs associated with conferences, workshops and other meetings that occur outside of a mission for which mobilization and demobilization are involved. A separate Task Order will be issued for these events.

C.9 Inspection and Acceptance.

The Government may inspect the work as the Contractor progresses. However, the Government reserves the right to inspect at a later time. Work will not be accepted and payment will not be made until all generator set activities have been satisfactorily completed.

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY FULL TEXT

52.246-4 INSPECTION OF SERVICES --FIXED-PRICE (AUG 1996)

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY FULL TEXT

CONTRACT PERIOD

The contract period shall begin on December 1, 2002 and shall continue for a period of one year, not including the four one-year options.

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or

condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer hereby designates the following individual as the Contracting Officer's Representative (COR):

Name: **To be entered at the time of award of Task Order**

Telephone: **To be entered at the time of award of Task Order**

In the absence of the COR, the Alternate COR, as designated below, shall assume COR responsibilities:

Name: **To be entered at time of award of Task Order**

Telephone: **To be entered at time of award of Task Order**

The COR is responsible for monitoring progress and the overall managing of the contractor's performance. In no event, however, will any understanding of agreement, modification, change order, or other matter deviating from the terms and conditions of the contract between the contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract.

On all matters that pertain to contract terms, the contractor will contact the Contracting Officer. The Contractor under such request will take no action unless and until the Contracting Officer has resolved the matter through formal contract modification or other appropriate action.

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

ADDITIONAL CONTRACT ADMINISTRATION DATA

INVOICING INSTRUCTIONS:

To better ensure timely payment, the contractor shall provide one copy of each invoice to the Contracting Officer's Representative (COR). Simultaneously, the contractor shall send, via Certified mail – Return Receipt Requested, an original and three copies of the invoice to the designated payment center shown on each task order. Payment questions should be directed to the COR.

(End of paragraph)

MONTHLY PAYMENTS

- (a) Read this paragraph in conjunction with the PAYMENTS clause of this contract.
- (b) Payment shall be made monthly upon submission of an invoice for services rendered during the preceding month and shall be at the unit rate given in Section B of the Schedule.

(End of paragraph)

ORDERING INSTRUCTIONS

Authorized Users: Task Orders may be issued by any U.S. Army Corps of Engineers (USACE) Contracting Officer within the Military Division that is covered by this contract or Contracting Officers assigned to assist in Emergencies for the geographic location specified in this contract. All USACE Contracting Officers assigned to issue Task Orders under this contract are hereby appointed as Ordering Officers, pursuant to AFARS 1.602-2-91, this authority cannot be re-delegated. Ordering Officers issuing Task Orders against this contract will provide their name, phone and fax number and electronic mail address to the contractor.

TASK ORDERS

Ordering Officers are responsible for the completion of any and all administrative/contractual actions for the Task Orders they have issued

Services shall be scheduled against this requirements contract by issuance of a Delivery Order. The contract maximum order limitation is stated in Section H under the Contract Value paragraph. Payment and Performance bonds are required in accordance with Section H under the Performance and Payment Bonds paragraph.

Only the Contracting Officer or a USACE Ordering Officer for this contract has authority to order supplies/services against this contract. No other Government employee, including any appointed Contracting Officer's Representative (COR), has authority to order supplies/services. The Ordering Officer has no authority to change or modify any of the requirements or terms and conditions of this contract. The Contractor is hereby specifically directed to refrain from furnishing supplies/services that have not been ordered by the Contracting Officer or any USACE Ordering Officer for this contract. Failure to follow this direction may relieve the Government of liability for payment for supplies/services that were ordered by unauthorized employees.

Task Orders shall contain:

Contract number and Task Order number be included on all applicable invoices. This information is critical.

Date and time of issuance of Task Order (in local time at delivery site)

Contract line items and quantity ordered.

Place of performance address.

Date and time for services to be performed.

Contracting/Ordering Officer name, address and telephone number.

Government Point of Contact for place of performance.

Contracting Officer Representative (COR) name and phone number, if applicable.

Name and address of Point of Contact to where invoices are to be submitted.

PROCURING CONTRACTING OFFICER (PCO)

The Procuring Contracting Officer (PCO) is the only person authorized to approve changes to any of the requirements or terms and conditions under this contract, and notwithstanding any provision contained elsewhere in this contract the said authority remains solely with the PCO. In the event the Contractor effects any change at the direction of any person other than the PCO the change will be considered to have been without authority.

U.S. Army Corps of Engineers, Pittsburgh District
W.S. Moorhead Federal Building
1000 Liberty Avenue
Pittsburgh, Pa 15222

Procuring Contracting Officer:
Cynthia Papuga (412) 395-7477

Contract Specialist:
Michael S. DeStefano (412) 395-7466

**DISTRIBUTION FOR TASK ORDERS, MODIFICATIONS TO TASK ORDERS AND
DD350's/DD1057's/DD1594's**

		TASK ORDERS/ MODIFICATIONS	DD350's/DD1057's & DD1594's
(1)	Issuing Office	1 Copy	1 Copy
(2)	POC (Name of District)	1 Copy	1 Copy
		within one working day after action date – fax to (Fax No.)	
(3)	(Contractor's Co. Name) (Address Line) (Address Line) (Phone No.) (Fax No.)	1 Copy	
	Points of Contact: (Name & Title) (Name & Title)		
	Email: (Name – e-mail address)		

**TASK ORDERS ARE TO BE NUMBERED IN ACCORDANCE WITH THE ARMY ACTIVITY ADDRESS
NUMBERS, DFAR APPENDIX G, G-102 PART 2:**

(Number) U.S. Army Engineer District, (Name of District)
Attn: (Office Symbol)
(Address Line)
(Address Line)

REMITTANCE ADDRESS—SUPPLIES/SERVICES CONTRACT

() Check if remittance address is different from name and address of offeror as shown on Page 1, Block 15A, of Standard Form 33. Enter remittance address below:

NAME AND ADDRESS (Street, County, State, and Zip code):

Area Code and Telephone No. _____

(End of paragraph)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

SECTION H Special Contract Requirements

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REGISTER OF WAGE DETERMINATIONS
UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210



William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1995-0221

Revision No.: 9

Date of Last Revision: 11/29/2001

NATIONWIDE: Applicable in the continental U.S., Hawaii and Alaska. Alaska: Entire state.

Hawaii: Entire state.

East North Central Region: Illinois, Indiana, Michigan, Ohio, Wisconsin

East South Central: Alabama, Kentucky, Mississippi, Tennessee Middle

Atlantic Region: New Jersey, New York, Pennsylvania

Mountain Region: Arizona, Colorado, Idaho, Montana, Nevada, New Mexico, Utah, Wyoming

New England Region: Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont

Pacific Region: California, Oregon, Washington

South Atlantic Region: Delaware, District of Columbia, Florida, Georgia, Maryland, North Carolina, South Carolina, Virginia, West Virginia

West North Central Region: Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, South Dakota

West South Central Region: Arkansas, Louisiana, Oklahoma, Texas

**** Fringe Benefits Required Follow the Occupational Listing ****

Employed on contracts for Emergency Incident and Fire Safety services.

OCCUPATION TITLE**MINIMUM WAGE RATE****Bus Driver**

Alaska	18.36
Hawaii	15.75
East North Central Region: 1 1/2 to 4 tons	15.51
East North Central Region: over 4 tons	16.19
East North Central Region: under 1 1/2 tons	11.60

East South Central Region: 1 1/2 to 4 tons	13.16
East South Central Region: over 4 tons	13.69
East South Central Region: under 1 1/2 tons	7.35
Middle Atlantic Region: 1 1/2 to 4 tons	14.98
Middle Atlantic Region: over 4 tons	15.64
Middle Atlantic Region: under 1 1/2 tons	11.62
Mountain Region: 1 1/2 to 4 tons	13.57
Mountain Region: over 4 tons	13.96
Mountain Region: under 1 1/2 tons	8.97
New England Region: 1 1/2 to 4 tons	15.09
New England Region: over 4 tons	15.75

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New England Region: under 1 1/2 tons	11.71
Pacific Region: over 4 tons	15.19
Pacific Region: under 1 1/2 tons	8.97
Pacific Region: 1 1/2 to 4 tons	14.25
South Atlantic Region: 1 1/2 to 4 tons	12.40
South Atlantic Region: over 4 tons	13.64
South Atlantic Region: under 1 1/2 tons	7.32
West North Central Region: 1 1/2 to 4 tons	14.47
West North Central Region: under 1 1/2 tons	10.82
West North Central Region: over 4 tons	10.19
West South Central Region: 1 1/2 to 4 tons	12.09
West South Central Region: under 1 1/2 tons	7.32
West South Central Region: over 4 tons	13.64
Electrician, Maintenance	
Alaska	25.48
East North Central Region	20.57
East South Central Region	15.92
Hawaii	21.95
Middle Atlantic Region	20.48
Mountain Region	17.81
New England Region	20.52
Pacific Region	21.22
South Atlantic Region	15.98
West North Central Region	17.68
West South Central Region	17.16
Emergency Medical Technician	
Alaska	13.77
Hawaii	11.91
East North Central Region	11.60
New England Region	11.99
South Atlantic Region	11.48
Mountain Region	11.99
East South Central Region	11.19

Middle Atlantic Region	12.14
Pacific Region	12.72
West North Central Region	11.99
West South Central Region	11.26
Environmental Protection Specialist	
Alaska	27.62
East North Central Region	26.73
East South Central Region	24.68
Middle Atlantic Region	29.87
Mountain Region	26.69
New England Region	29.87
Pacific Region	28.15
South Atlantic Region	26.28
West North Central Region	24.84
West South Central Region	27.01
Hawaii	25.57

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Fire Safety Professional

East North Central Region	26.73
East South Central Region	24.68
Hawaii	25.57
Middle Atlantic Region	29.87
Mountain Region	26.69
New England Region	29.87
Pacific Region	24.84
South Atlantic Region	26.28
West North Central Region	24.84
Alaska	27.62
West South Central Region	27.01

Firefighter

New England Region	17.70
East South Central Region	11.43
East North Central Region	16.88
Mountain Region	15.04
Alaska	20.42
Hawaii	16.24
Middle Atlantic Region	19.89
Pacific Region	17.30
South Atlantic Region	12.47
West North Central Region	13.04
West South Central Region	12.79

Forklift Operator

Alaska	17.80
East North Central Region	13.07
East South Central Region	9.89

Hawaii	13.86
Middle Atlantic Region	12.31
Mountain Region	15.42
New England Region	12.68
Pacific Region	11.93
South Atlantic Region	11.46
West North Central Region	12.49
West South Central Region	10.35
Heavy Equipment Operator	
New England Region	16.22
South Atlantic Region	14.79
East North Central Region	16.93
Pacific Region	17.81
Alaska	23.97
Hawaii	17.04
East South Central Region	14.79
Middle Atlantic Region	18.26
Mountain Region	17.84
West North Central Region	16.93
West South Central Region	14.79
Laborer	

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Alaska	12.65
East North Central Region	10.65
East South Central Region	8.50
Hawaii	12.27
Middle Atlantic Region	10.41
Mountain Region	8.98
New England Region	10.36
Pacific Region	10.45
South Atlantic Region	8.57
West North Central Region	9.92
West South Central Region	8.04
Machinery Maintenance Mechanic	
Alaska	23.78
East North Central Region	14.15
East South Central Region	11.33
Hawaii	23.46
Middle Atlantic Region	17.40
Mountain Region	14.83
New England Region	13.25
Pacific Region	14.25
South Atlantic Region	12.31
West North Central Region	15.19
West South Central Region	11.19

Maintenance Trades Helper

Alaska	17.38
East North Central Region	14.17
East South Central Region	11.47
Hawaii	13.41
Middle Atlantic Region	11.78
Mountain Region	11.83
New England Region	13.99
Pacific Region	12.12
South Atlantic Region	10.14
West North Central Region	13.44
West South Central Region	13.40

Motor Vehicle Mechanic

Hawaii	16.41
East South Central Region	15.38
East North Central Region	17.95
Mountain Region	18.21
Alaska	22.47
Middle Atlantic Region	18.26
New England Region	17.90
Pacific Region	18.04
South Atlantic Region	16.02
West North Central Region	14.89
West South Central Region	15.71

Motor Vehicle Mechanic Helper

New England Region	13.93
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East South Central Region.	9.93
East North Central Region	11.64
Mountain Region	12.32
Alaska	17.38
Hawaii	12.62
Middle Atlantic Region	15.04
Pacific Region	12.21
South Atlantic Region	10.34
West North Central Region	10.98
West South Central Region	10.14

Refuse Collector

South Atlantic Region	6.96
East North Central Region	8.60
Mountain Region	8.18
Alaska	10.73
Hawaii	9.94
East South Central Region	6.96
Pacific Region	8.18

West North Central Region	8.02
West South Central Region	6.96
Stock Clerk (Shelf Stocker; Store Worker II)	
New England Region	11.51
West South Central Region	9.73
East North Central Region	11.20
Mountain Region	11.27
Alaska	13.24
Hawaii	10.42
East South Central Region	10.37
Middle Atlantic Region	11.51
Pacific Region	11.83
South Atlantic Region	10.56
West North Central Region	10.41
Truckdriver, Heavy Truck	
East North Central Region	16.19
Alaska	20.36
Hawaii	14.24
East South Central Region	13.69
Middle Atlantic Region	15.64
Mountain Region	14.46
New England Region	15.75
Pacific Region	15.19
South Atlantic Region	13.64
West North Central Region	15.11
West South Central Region	13.64
Truckdriver, Light Truck	
Alaska	16.94
Hawaii	11.83
East North Central Region	11.60
East South Central Region	7.35

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Middle Atlantic Region	11.62
Mountain Region	8.54
New England Region	11.71
Pacific Region	8.97
South Atlantic Region	7.32
West North Central Region	10.82
West South Central Region	7.32
Truckdriver, Medium Truck	
New England Region	15.09
South Atlantic Region	13.11
Middle Atlantic Region	14.98
East South Central Region	13.16
Alaska	18.36

Hawaii	13.04
East North Central Region	15.51
Mountain Region	13.57
Pacific Region	14.26
West North Central Region	14.47
West South Central Region	13.11
Truckdriver, Tractor-Trailer	
New England Region	15.87
East North Central Region	19.29
East South Central Region	14.34
Middle Atlantic Region	15.75
Mountain Region	14.76
Pacific Region	15.51
South Atlantic Region	14.34
West North Central Region	17.99
West South Central Region	14.34

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.02 an hour or \$80.80 a week or \$350.13 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HEALTH & WELFARE (Hawaii): \$0.93 an hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$2.02. For information regarding the Hawaii prepaid Health Care Act, please contact the Hawaii Employers Council.

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All

dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}1

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification (s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS

Emergency Medical Technician

Provides para-professional medical services activities, including medical, minor surgical, evacuation and related administrative task under supervision of the physician in charge.

Environmental Protection Specialist

(Occupation Description Not Available)

Fire Safety Professional

(Occupation Description Not Available)

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

SAFETY REQUIREMENTS—SERVICE CONTRACT

The Contractor shall comply with the applicable portions of the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, dated September 1996, and all changes and amendments thereto, and the applicable portions of the latest OSHA Standards for the work covered in this contract. EM 385-1-1 is available at: <http://www.usace.army.mil/inet/usace-docs/eng-manuals/em.htm>. To print document Adobe Acrobat is required for downloading. The Contractor shall prepare and submit a "Safety Plan" as part of the Plan of Operation.

(End of Clause)

HAZARD COMMUNICATION

- (a) The Contractor shall comply with the requirements of OSHA 1910.1200, the Hazard Communication Standard.
- (b) General requirements are as follows:

- (1) Provide a written program describing implementation method of the above referenced standard.
- (2) Ensure that Contractor's personnel are informed about health and physical hazards associated with materials to be used.
- (3) Ensure that a hazardous material inventory is available to the Government upon request.
- (4) Ensure proper labeling of hazardous material containers.
- (5) Ensure availability of a Material Safety Data Sheet on site.

(End of Clause)

MOBILIZATION OF ADDITIONAL CONTRACTORS

The Government will utilize this contract for all requirements up to \$100,000 and fully expects to exercise the IDIQ Option in the event of disaster responses with emergency temporary power missions estimated in excess of the \$100,000. The Government, however, reserves the right to mobilize additional contractors if determined to be necessary in order to meet disaster response mission requirements.

(End of Clause)

SCOPE AND PURPOSE OF CONTRACT

Type of emergency. The primary purpose of this contract is to provide temporary power services in response to natural disasters; however, the Government reserves the right to use this contract to provide services for all types of disasters, including manmade disasters.

Geographic area: The primary purpose of this contract is to provide services in the area identified on the Price Schedule (SECTION B Supplies or Services and Prices).

(End of Clause)

TYPE OF CONTRACT

The Government contemplates award of a Firm Fixed Price, Requirements contract with an Indefinite Delivery, Indefinite Quantity option, resulting from this solicitation.

(End of Clause)

INDEFINITE DELIVERY-INDEFINITE QUANTITY (IDIQ) OPTION

The IDIQ option will initially be exercised based on a minimum value of \$20,000. The Government reserves the right to exercise this IDIQ option at any time within each one-year ordering period of the contract. If the IDIQ option is exercised, the Government shall order and the contractor is required to perform a minimum of \$10,000 of services under this option.

(End of Clause)

CONTRACT VALUE

The Requirements portion for the base year and each of the option years is \$100,000. The Requirements portion of this contract contains no minimum order guarantee. The IDIQ option may be awarded for any amount with a maximum of \$1,000,000 for the base year and each of the option years. Maximum obligation limit shall not exceed \$1,100,000 for the base period and 1,100,000 for each of the four option periods. Total obligation limit for all years is \$5,500,000 per contract area.

(End of Clause)

FEMA RELATED WORK

This award is for all FEMA related work for emergency power services after any natural or man-made disaster. The Government reserves the right to use its discretion in the award of any non-FEMA related work.

(End of Clause)

RELEASE OF NEWS INFORMATION

No news release (including photographs, films, public announcements or denial of confirmation of same) on any part of the subject matter of this contract or any phase of any program hereunder shall be made by the Contractor without the prior written approval of the Contracting Officer.

(End of Clause)

WAGE DETERMINATION

The contractor and any subcontractor hereunder shall pay all of their employees engaged in performing work on this contract not less than the minimum wages and fringes as determined by the U.S. Department of Labor, Employment Standards Administration, Wage and Hour Division, as stipulated in the Attached Service Wage Determination Number 1995-0221, Revision 9 (NOV 29 2001).

(End of Clause)

REQUIRED INSURANCE

- (a) The Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

Comprehensive and Employer's Liability Insurance in the amount required by the State law in which the work is to be performed under this contract.

Comprehensive General Liability Insurance in an amount not less than \$500,000 per accident.

Automobile Liability Insurance: \$200,000 per person and \$500,000 per accident for bodily injury liability and \$20,000 property damage liability.

- (b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation, or any material change in the policies adversely affecting the interests of the Government in such insurance, shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than 30 days after written notice thereof to the Contracting Officer.
- (c) The Contractor agrees to insert the substance of this clause, including this subparagraph (c), in all subcontracts hereunder.

(End of Clause)

SUBCONTRACTING PLAN REQUIREMENTS

It is Army policy that subcontracting plans required by FAR 52.219-9, or its Alternate I, as supplemented by DFARS 252.219-7003, of the contract have realistic, challenging, achievable and positive percentage and dollar goals for subcontracting with Small Businesses (SB), Small Disadvantaged Businesses (SDB), Women-Owned Small Businesses (WOSB), HUBZone Concerns, Historically Black Colleges and Universities (HBCU), Minority Institutions (MI) and Service-Disabled Veteran-Owned Small Businesses. The Corps of Engineers has established the following preliminary floors for subcontracting goals for FY 02.

Small Business Subcontractors	61.4%
Small Disadvantaged Business	9.1%
Women-Owned Small Business	5.0%
Service-Disabled Veteran-Owned Small Business	3.0%
Reporting by Large Businesses (SF 294 and SF 295)	100.0%

In accordance with DFARS 219.705-4(d), plans having an SDB goal of less than 5% must be approved two levels above the Contracting Officer. An acceptable plan must meet the requirements of FAR 19.704 and DFARS 219.704. In addition, the plan must contain a policy statement or evidence of internal guidance recognizing commitment to Public Law 99-661, Section 1207, and Public Law 100-180, Section 806. The subcontracting plan, when required, must be approved prior to contract award.

As of October 1, 1999, to receive credit for subcontracts with SDB's, the SDB's must be certified by the Small Business Administration (SBA). 8(a) certified firms are automatically certified as SDB's by the SBA. To verify a firm's SDB certification, contact the SBA at 1-800-558-0884. In addition, visit SBA's contractor/vendor listing at their PRO-Net site at <http://pronet.sba.gov/>.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.216-21 Requirements

OCT 1995

CLAUSES INCORPORATED BY FULL TEXT

DOD 4515.13R, Air Transportation Eligibility, November 1994, Chapter 2, SPACE REQUIRED PASSENGERS; Paragraph B, ELIGIBLE PASSENGERS; Paragraph 9b. CETS personnel (contract field service personnel and field service representative only) who are civilian employees of commercial concerns under contract to the Department of Defense when engaged in official activities for the Department of Defense (DoD) requiring air travel or when air travel is essential to accomplish a DoD mission when the contract provides, or a responsible authority specifies, that transportation shall be furnished at DoD expense. Travel orders shall indicate the contract provisions which apply or the responsible authority which approved the travel, and shall include the DoD appropriation chargeable.

52.202-1 DEFINITIONS. (MAY 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

(e) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(3) A special Government employee, as defined in section 202, title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

- (i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - (iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.
- (d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.
- (e) Penalties.
- (1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
 - (2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.
- (f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of **the District Engineer** and shall not be binding until so approved.

(End of clause)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as--

- (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or
- (2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

Printed or copied double-sided means printing or reproducing a document so that information is on both sides of a sheet of paper.

Recovered material, for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as --

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from

Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

(1) The proposal for the contract, subcontract, or modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the contract, subcontract, or modification; or

(4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by

statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time -and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

(a) The Schedule (excluding the specifications).

(b) Representations and other instructions.

(c) Contract clauses.

(d) Other documents, exhibits, and attachments.

(e) The specifications.

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a

price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

(a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either--

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data--Modifications.

52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall--

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items' base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of cost or pricing data not otherwise required by law or regulation.

(b) When requested by the Contracting Officer, the Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.

The Contractor shall insert the substance of this clause, less paragraph (b), in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)

(a) The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate a defined-benefit pension plan or otherwise recapture such pension fund assets.

(b) For segment closings, pension plan terminations, or curtailment of benefits, the adjustment amount shall be the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12) for contracts and subcontracts that are subject to Cost Accounting Standards (CAS) Board rules and regulations (48 CFR Chapter 99). For contracts and subcontracts that are not subject to CAS, the adjustment amount shall be the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12), except the numerator of the fraction at 48 CFR 9904.413-50(c)(12)(vi) shall be the sum of the pension plan costs allocated to all non-CAS-covered contracts and subcontracts that are subject to Federal Acquisition Regulation (FAR) Subpart 31.2 or for which cost or pricing data were submitted.

(c) For all other situations where assets revert to the Contractor, or such assets are constructively received by it for any reason, the Contractor shall, at the Government's option, make a refund or give a credit to the Government for its equitable share of the gross amount withdrawn. The Government's equitable share shall reflect the Government's participation in pension costs through those contracts for which cost or pricing data were submitted or that are subject to FAR Subpart 31.2.

(d) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(g).

(End of clause)

52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)

The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate or reduce a PRB plan. If PRB fund assets revert, or inure, to the Contractor or are constructively received by it under a plan termination or otherwise, the Contractor shall make a refund or give a credit to the Government for its equitable share as required by FAR 31.205-6(o)(6). The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirements of FAR 15.408(j).

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price

of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through date of expiration of contract term.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

- (1) Any order for a single item in excess of \$100,000;
- (2) Any order for a combination of items in excess of **\$500,000**; or
- (3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **2** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **completion of all outstanding task orders**.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within five (5) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60

days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2000) ALTERNATE II (OCT 2000)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to HUBZone small business concerns;

(v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics

for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) HUBZone small business concerns;
- (iv) Small disadvantaged business concerns; and
- (v) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
- (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated)

- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether HUBZone small business concerns were solicited and, if not, why not;

(D) Whether small disadvantaged business concerns were solicited and, if not, why not;

(E) Whether women-owned small business concerns were solicited and, if not, why not; and

(F) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owner small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

52.219-16 LIQUIDATED DAMAGES -SUBCONTRACTING PLAN (JAN 1999)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and

the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

- (a)(1) The worker is paid or is in an approved work training program on a voluntary basis;
- (2) Representatives of local union central bodies or similar labor union organizations have been consulted;
- (3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and
- (4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION.
(SEP 2000)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (FEB 1999)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance;

provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

(a)) Definitions. As used in this clause--

All employment openings includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

Positions that will be filled from within the Contractor's organization means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as --

(i) Employment;

(ii) Upgrading;

(iii) Demotion or transfer;

(iv) Recruitment;

(v) Advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their employment openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam Era.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified

individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
- (ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced

contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services

called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

Refer to Applicable wage determination

(End of clause)

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT

(MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MAY 1989)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to

Contractor collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The contract price or contract unit price labor rates will be adjusted to reflect increases or decreases by the Contractor in wages and fringe benefits to the extent that these increases or decreases are made to comply with--

(1) An increased or decreased wage determination applied to this contract by operation of law; or

(2) An amendment to the Fair Labor Standards Act of 1938 that is enacted subsequent to award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(d) Any such adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (b) of this clause, and to the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance; it shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(e) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after the effective date of the wage change, unless this period is extended by the Contracting Officer in writing. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(f) The Contracting Officer or an authorized representative shall, until the expiration of 3 years after final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor.

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
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(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101 to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.227-3 PATENT INDEMNITY (APR 1984)

(a) The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or

disposal by or for the account of the Government of such supplies or construction work.

(b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.229-5 TAXES --CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)

The term "local taxes," as used in the Federal, State, and local taxes clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico.

(End of clause)

52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment

date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

- (1) The date fixed under this contract.
 - (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
 - (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
 - (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.
- (c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending

agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

52.232-25 PROMPT PAYMENT (MAY 2001)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101 and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments. (1) Due date--(i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C.

4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.233-1 DISPUTES. (DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted

within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR

33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This

notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (MAY 2001)

(a) Definitions. As used this clause--

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns)

exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.245-1 PROPERTY RECORDS (APR 1984)

The Government shall maintain the Government's official property records in connection with Government property under this contract. The Government Property clause is hereby modified by deleting the requirement for the Contractor to maintain such records.

52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)

(a) Government-furnished property. (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

(a) The Government will furnish to the Contractor the property identified in the Schedule to be incorporated or installed into the work or used in performing the contract. The listed property will be furnished f.o.b. railroad cars at the place specified in the contract Schedule or f.o.b. truck at the project site. The Contractor is required to accept delivery, pay any demurrage or detention charges, and unload and transport the property to the job site at its own expense. When the property is delivered, the Contractor shall verify its quantity and condition and acknowledge receipt in writing to the Contracting Officer. The Contractor shall also report in writing to the Contracting Officer within 24 hours of delivery any damage to or shortage of the property as received. All such property shall be installed or incorporated into the work at the expense of the Contractor, unless otherwise indicated in this contract.

(b) Each item of property to be furnished under this clause shall be identified in the Schedule by quantity, item, and description.

52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when--

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

(1) For reasonable wear and tear;

(2) To the extent property is consumed in performing this contract; or

(3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly

responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract, and (2) results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

52.248-1 VALUE ENGINEERING (FEB 2000) - ALTERNATE I (APR 1984)

(a) General. The Contractor shall (1) engage in a value engineering program, and submit value engineering progress reports, as specified in the Schedule and (2) submit to the Contracting Officer any resulting value engineering change proposals (VECP's). In addition to being paid as the Schedule specifies for this mandatory program, the Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the program requirement sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units scheduled for delivery during the sharing period. If this contract is a multiyear contract, future contract savings include savings on quantities funded after VECP acceptance.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

"Sharing period," as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at the later of (1) 3 years after the first unit affected by the VECP is accepted or (2) the last scheduled delivery date of an item affected by the VECP under this contract's delivery schedule in effect at the time the VECP is accepted.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in

accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

Government/Contractor Shares of Net Acquisition Savings

[Figures in percent]

Sharing arrangement

Contract type	Incentive (voluntary)	Program requirement (mandatory)		
	Concurrent and Instant future contract contract rate	Concurrent and Instant future contract contract rate		
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts).....	\1\ 50/50	\1\ 50/50	75/25	75/25
Incentive (fixed-price or cost) (other than award fee).....	(\2\)	\1\ 50/50	(\2\)	75/25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive contracts).....	\3\ 75/25	\3\ 75/25	85/15	85/15

\1\ The contracting officer may increase the contractor's sharing rate to as high as 75 percent for each VECP. (See 48.102(g) (1) through (7).)

\2\ Same sharing arrangement as the contract's profit or fee adjustment formula.

\3\ The contracting officer may increase the contractor's sharing rate to as high as 50 percent for each VECP. (See 48.102(g) (1) through (7).)

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-3 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any [Federal Acquisition Regulation](#) (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

- (a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.
- (b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.
- (c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT - RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) “Arising out of a contract with the DoD” means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) “Conviction of fraud or any other felony” means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) “Date of conviction” means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

- (2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.
- (e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—
 - (1) Suspension or debarment;
 - (2) Cancellation of the contract at no cost to the Government; or
 - (3) Termination of the contract for default.
- (f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—
 - (1) The person involved;
 - (2) The nature of the conviction and resultant sentence or punishment imposed;
 - (3) The reasons for the requested waiver; and
 - (4) An explanation of why a waiver is in the interest of national security.
- (g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.
- (h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)

- (a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.
- (b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.
- (c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 2000)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

(End of clause)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ONSITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in part 13 of the Federal Acquisition Regulation, except those for commercial items.

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR. 1996)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions. Historically black colleges and universities*, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term *small disadvantaged business*, when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of clause)

252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)

(a) The Contractor shall employ, for the purpose of performing that portion of the contract work in , individuals who are residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.

(End of clause)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employees has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2..1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (AUG 2000)

(a) The Contractor agrees to deliver under this contract only such of the following articles that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico --

(1) Food;

- (2) Clothing;
- (3) Tents, tarpaulins, or covers;
- (4) Cotton and other natural fiber products;
- (5) Woven silk or woven silk blends;
- (6) Spun silk yarn for cartridge cloth;
- (7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics;
- (8) Canvas products;
- (9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles); or
- (10) Any item of individual equipment (Federal supply Classification 8465) manufactured from or containing such fibers, yarns, fabrics, or materials.

(b) This clause does not apply --

(1) To supplies listed in FAR section 25.104(a), or other supplies for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To foods which have been manufactured or processed in the United States, its possessions, or Puerto Rico;

(3) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or

(4) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--

(i) The fabric is to be used as a component of an end item that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--

(a) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

(End of clause)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions. As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts (Sep 2001)

(a) Definitions. As used in this clause--

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C. Chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452 (c).

"Interested party" means a contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contract shall use its best efforts to give Indian organizations and Indian-owned economic enterprises the maximum practicable opportunity to participate in the subcontracts it awards, to the fullest extent consistent with efficient performance of the contract.

(c) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless and interested party challenges its status or the Contracting Officer has independent reason to question that status.

(d) In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs, Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street NW, MS-2626-MIB, Washington, DC 20240-4000. The BIA will determine the eligibility and will notify the Contracting Officer. No incentive payment will be made--

(1) Within 59 working days of subcontract award;

(2) While a challenge is pending; or

(3) If a subcontractor is determined to be an ineligible participant.

(e)(1) The Contractor, on its own behalf or on behalf of a subcontractor at any tier, may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee contract.

(iii) The target cost and ceiling price of a fixed-price incentive contract.

(iv) The price of a firm-fixed-price contract.

(2) The amount of the adjustment that may be made to the contract is 5 percent of the estimated cost, target cost, or firm-fixed price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(3) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(4) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor.

(5) If the Contractor requests and receives an adjustment on behalf of a subcontractor, the Contractor is obligated to pay the subcontractor the adjustment.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts that--

(1) Are for other than commercial items; and

(2) Are expected to exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(End of clause)

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been

separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

(a) The Contractor shall provide an annual report --

(1) For all DoD property for which the Contractor is accountable under the contract;

(2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;

(3) In duplicate, to the cognizant Government property administrator, no later than October 31.

(b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
 - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
 - (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--
 - (i) This contract is a construction contract; or
 - (ii) The supplies being transported are--
 - (A) Noncommercial items; or
 - (B) Commercial items that--
 - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);
 - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --
 - (1) U.S.-flag vessels are not available for timely shipment;
 - (2) The freight charges are inordinately excessive or unreasonable; or
 - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure

to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information --

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the

written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) The Contractor shall include this clause, including this paragraph (h), in all subcontractors under this contract that--

(1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and

(2) Are for a type of supplies described in paragraph (b)(3) of this clause.

(End of clause)

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

NOTICE OF PRICE EVALUATION ADJUSTMENT FOR LOCAL CONCERNS – US VIRGIN ISLANDS

(a) Each offeror offering to perform work in the U.S. Virgin Islands must complete the representation included in this paragraph.

(b) Definitions. As used in this paragraph –

“Local concern,” as used in this **contract**, means a concern, including its affiliates, that does at least 51 percent of its business in the U.S. Virgin Islands. Joint ventures are permitted, provided that they meet the definition given below. The offeror’s representation notwithstanding, the Government reserves the right to request additional information to confirm the offeror’s status.

“Joint-venture,” as used in this **paragraph** means two or more concerns forming an association to engage in and carry out a single, specific business venture for joint profit. In order to qualify as a local concern, the joint venture must include at least one local concern, as defined above, and the local concern must be the managing venturer of the joint venture. When a corporation is participating in the joint venture, the corporation shall provide evidence that it is authorized to participate in the joint venture (see FAR 4.102(d)).

(c) Evaluation adjustment. Offers will be evaluated by adding a factor of ten percent to the price of all offers, except offers from local concerns. The factor shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than ten percent.

(d) Agreements. A local concern agrees that in performance of the contract, in the case of a contract for—

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern; or

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(e) Representation. The offeror represents as part of its offer that it ___is ___ is not a local concern. Further, if the offeror represents that it is a local concern, the offeror agrees to comply with the agreements given in subparagraph (d) above.

(End of provision)

NOTICE OF PRICE EVALUATION ADJUSTMENT FOR LOCAL CONCERNS – PUERTO RICO

(a) Each offeror offering to perform work in Puerto Rico must complete the representation included in this paragraph.

(b) Definitions. As used in this paragraph –

“Local concern,” as used in this **contract**, means a concern, including its affiliates, that does at least 51 percent of its business in the Puerto Rico. Joint ventures are permitted, provided that they meet the definition given below. The offeror’s representation notwithstanding, the Government reserves the right to request additional information to confirm the offeror’s status.

“Joint-venture,” as used in this **paragraph** means two or more concerns forming an association to engage in and carry out a single, specific business venture for joint profit. In order to qualify as a local concern, the joint venture must include at least one local concern, as defined above, and the local concern must be the managing venturer of

the joint venture. When a corporation is participating in the joint venture, the corporation shall provide evidence that it is authorized to participate in the joint venture (see FAR 4.102(d)).

(c) Evaluation adjustment. Offers will be evaluated by adding a factor of ten percent to the price of all offers, except offers from local concerns. The factor shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than ten percent.

(d) Agreements. A local concern agrees that in performance of the contract, in the case of a contract for—

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern; or

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(e) Representation. The offeror represents as part of its offer that it ___ is ___ is not a local concern. Further, if the offeror represents that it is a local concern, the offeror agrees to comply with the agreements given in subparagraph (d) above.

(End of provision)

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment

reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND

OTHER RESPONSIBILITY MATTERS (APR 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals --

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(D) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification,

in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

 Place of performance (street Name and address of owner and
 address, city, state, county, zip operator of the plant or facility
 code) if other than offeror or respondent

52.215-7 ANNUAL REPRESENTATIONS AND CERTIFICATIONS--NEGOTIATION (OCT 1997)

The offeror has [check the appropriate block]:

_____ (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated _____ [insert date of signature on submission] that are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows [insert changes that affect only this proposal; if "none," so state]:

_____ (b) Enclosed its annual representations and certifications.

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001) ALTERNATE I (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 235950.

(2) The small business size standard is \$11.5 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

____ 50 or fewer ____ \$1 million or less

____ 51 - 100 ____ \$1,000,001 - \$2 million

____ 101 - 250 ____ \$2,000,001 - \$3.5 million

____ 251 - 500 ____ \$3,500,001 - \$5 million

____ 501 - 750 ____ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(End of provision)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclosure such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY FULL TEXT

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY FULL TEXT

PROPOSAL EXPENSES AND PRECONTRACT COSTS

This request for proposal does not commit the Government to pay for costs incurred in the preparation and publication of a proposal or for any other costs incurred prior to the execution of a formal contract.

(End of provision)

FORMAL COMMUNICATIONS (PRIOR TO PROPOSAL DUE DATE)

a. Formal communications, such as requests for clarification of the solicitation, shall be submitted in writing, to the address in Block 7 of the SF 33. See Solicitation Questions for format located in Section L.

b. Written inquiries will normally be answered via solicitation amendment provided to all prospective Offerors. However, the Government does not guarantee to answer any written inquiries which are received less than twenty (20) days before proposal due date. However, these inquiries may be answered after proposals are received.

(End of provision)

PREAWARD SURVEY

The Government reserves the right to conduct a pre-award survey of any firm under consideration to confirm any part of the information furnished by the offeror, or to require other evidence of managerial, financial, technical, and other capabilities, the positive establishment of which is determined by the Government to be necessary for the successful performance of the contract.

(End of provision)

SUBMITTAL OF OFFERS

This solicitation will result in an anticipated 10 contracts, to support geographical locations shown below.

(End of provision)

SEALED PROPOSAL ENVELOPES

The envelope containing your offer shall be plainly marked on the lower left hand corner as follows:

Request for Proposal No. DACW59-01-R-0009

Date of Closing: 7 May 2002
Time of Closing: 4:30 p.m. local time, Pittsburgh, PA
Proposal for: Emergency Power Advanced Contracting Initiative

Proposals shall be submitted and mailed to the address below:

US Army Engineer District, Pittsburgh
Contracting Division, Room 727
William S. Moorhead Federal Building
1000 Liberty Avenue
Pittsburgh, PA 15222-4186

(End of provision)

HAND-CARRIED PROPOSALS

(a) Hand-carried proposals must be delivered to the proposal officer in the bid opening room prior to time set for opening of proposals or to the Contracting Division (See above address) prior to the time set for opening of proposals.

(b) Proposals delivered by commercial carriers are considered handcarried proposals. All Express Mail and commercial carrier proposals shall be addressed to Contracting Division (See above address):

(End of provision)

PROPOSAL FORMAT AND REQUIREMENTS

GENERAL

a. To be considered for selection, the Offeror must submit a complete response to this solicitation using the sequence and format provided herein. The offerors proposal shall be submitted in two (2) parts; Volume I - Technical Proposal; Volume II - Cost Proposal.

b. VOLUME I - Technical Proposal shall be divided into four separate sections, marked by tabular dividers: (Tab 1) Past Performance; (Tab 2) Management Plan; (Tab 3) Socio-Economic Factors; and (Tab 4) Location of Offeror Primary Place of Business.

c. VOLUME II – Cost Proposal shall be submitted in a separate volume. This volume shall include the following: Section A, SF33 “Solicitation, Offer and Award”; Section B, “Schedule of Prices/Cost”; Section K, “Representations, Certifications and Other Statements of Offerors” and Subcontracting Plan.

d. Proposals shall not be permanently bound. All proposals shall be submitted in a loose 3-ring binder, or equivalent. This will facilitate the evaluation process, if any pages need to be substituted later.

e. Proposals are limited to double-spaced typewritten pages using 10 point proportional font, (Times New Roman or equivalent) as the minimum size standard for text. Pages containing text shall be 8 1/2 inches x 11 inches with margins on each side of at least 1 (one) inch. If both sides of the paper are used, it will be counted as two pages. Fold-out pages, if included, shall fold entirely within the volume and each 8 1/2 inch by 11 inch section of a fold-out shall count as one page. Overlays or expensive reproduction is not desired.

f. Proposals should be organized to be as clear and concise as is practicable, without sacrificing quality or information. The proposal should be such as to enable engineering and service contract oriented personnel to perform a thorough evaluation and made sound determinations. Failure to provide relevant subcontractor data will

cause the proposal to be evaluated without regard for the capabilities, experience and past performance of those subcontractors. Failure to provide evidence of subcontractor commitment will be evaluated as a risk indicator. Statements that the offeror “understands”, can or “will comply with the contract requirements” are considered inadequate. In addition, phrases such as “standard procedures” or “well known techniques” are also inadequate. The proposal, excluding the part pertaining to Past Performance, shall be limited to not more than 60 pages, including all attachments, references, etc., and data relating to or furnished by subcontractors. The portion of the proposal relating to Past Performance shall be limited to 10 pages.

- g. The Government will not assume, nor consider anything that is not specifically addressed in the proposals.
- h. No proposal price data shall appear in any volume other than Volume II, Cost.
- i. Failure to show that the products or services offered conform to the requirements of the specifications will result in rejection of the proposal.
- j. The offeror shall submit an original and 8 copies of their proposal.
- k. The content of the proposal shall be as shown in TABLE 1 Content of Proposal and Evaluation Criteria.
- l. A particular reference may be used for than one subfactor, however, the reference must specifically address its relationship to each subfactor for which it is applied.

PROPOSAL REVISIONS

For document control purposes, all proposal revisions provided after the initial proposal shall be submitted as page changes with each page identified by revision number and date, as well as the page number. Page changes shall be formatted to allow removal of old pages and insertion of change pages. New or changed information shall be identified by a vertical line (|) in the left margin and/or the redline feature for ease in identifying the change. All new or changed information must be identified by the offeror.

TABLE 1 - INSTRUCTIONS TO OFFERORS	
FACTOR A: PAST PERFORMANCE	
SUBFACTOR 1. Past Performance Directly Involving Power Needs Assessment Within Last 5 Years	
EVALUATION CRITERIA	CONTENT OF PROPOSAL
<i>Demonstrated ability to accurately assess commercial and private power requirements in emergency situations. Demonstrated adherence to project schedules, including administrative aspects of performance. Projects of similar size, scope, and complexity, and past performance on more recent projects will have a greater impact than less similar projects or less recent projects.</i>	Provide three (3) references documenting the offeror's and any subcontractors' Past Performance; identify the customer, provide a specific individual by name and telephone number as a point of contact, and describe the project. The past performance data provided should be relative to the most recent applicable projects. Provide an explanation of any unsatisfactory past performance on identified contracts and state what corrective actions were taken and the results achieved.
FACTOR A: PAST PERFORMANCE	
SUBFACTOR 2. Past Performance Directly Involving Hauling & Installation of Generator Sets and Related Equipment Within Last 5 Years	
EVALUATION CRITERIA	CONTENT OF PROPOSAL
<i>Demonstrated ability to prepare, load, haul, unload, and install generators to provide power during emergency situations. Demonstrated ability to adhere to local and national codes and standards. Projects of similar size, scope, and complexity, and past performance on</i>	Same as subfactor 1.

<i>more recent projects will have a greater impact than less similar projects or less recent projects.</i>	
FACTOR A: PAST PERFORMANCE	
SUBFACTOR 3. Past Performance Directly Involving Preventative Maintenance and O&M of Generator Sets and Related Equipment Within Last 5 Years	
EVALUATION CRITERIA	CONTENT OF PROPOSAL
<i>Demonstrated ability to perform preventative maintenance, make emergency repairs, and provide O&M for generator sets and related equipment. Demonstrated ability to respond within time limitations. Projects of similar size, scope, and complexity, and past performance on more recent projects will have a greater impact than less similar projects or less recent projects.</i>	Same as subfactor 1.
FACTOR A: PAST PERFORMANCE	
SUBFACTOR 4. Experience of Key Personnel	
EVALUATION CRITERIA	CONTENT OF PROPOSAL
<i>Demonstrated ability to attract and retain dependable and experienced personnel. Projects of similar size, scope, and complexity, and past performance on more recent projects will have a greater impact than less similar projects or less recent projects.</i>	Provide name, position, a brief description of proposed duties, and a brief synopsis of relevant experience for key personnel, including subcontractors. The past experience data provided should be relative to the most recent applicable projects.
FACTOR A: PAST PERFORMANCE	
SUBFACTOR 5. Past Performance on Other/Similar Work Within Last 5 Years	
EVALUATION CRITERIA	CONTENT OF PROPOSAL
Demonstrated history of safe performance and adherence to safety standards. Projects of similar size, scope, and complexity, and past performance on more recent projects will have a greater impact than less similar projects or less recent projects.	Provide three (3) references documenting the offeror's and any subcontractors' Past Performance; identify the customer, provide a specific individual by name and telephone number as a point of contact, and describe the project. The past performance data provided should be relative to the most recent applicable projects. Provide an explanation of any unsatisfactory past performance on identified contracts and state what corrective actions were taken and the results achieved.
FACTOR B: MANAGEMENT PLAN	
SUBFACTOR 1. Operations Action Plans	
EVALUATION CRITERIA	CONTENT OF PROPOSAL
<i>The Offeror's proposed Management Plan will be evaluated to determine understanding of the requirement, technical capability to perform the proposed contract and adequacy of resources proposed to support the proposed contract. The evaluation shall consider the timeliness, quality or workmanship and completeness of performance and service offered to the Government. The information presented in the Offeror's proposal, together with that from other sources available to the Government, will provide the input for evaluation of this factor.</i>	The Offeror shall provide a Management Plan that adequately demonstrates and ensures that the proper level of effort is directed toward each aspect of the work as outlined in Operation Action Plans (A through J, M and N) as specified in Section L; that the Offeror has at its disposal the organization, personnel and equipment required by the statement of work; and that all the work will be performed as specified. The Offeror shall adequately address operations during periods of limited visibility in each Operation Action Plan
<i>Approach and methodology for Operation Action Plans as specified in C.2.1 of the Statement of Work</i>	The Offeror's Operations Action Plans are limited to two pages per plan. The Quality Control and Safety Plans shall be evaluated separately from the other Operations Action Plans.

FACTOR B: MANAGEMENT PLANS	
SUBFACTOR 2. Quality Control Plan	
<i>EVALUATION CRITERIA</i>	<i>CONTENT OF PROPOSAL</i>
Demonstrate that the Offeror has sufficient in-house knowledge to implement and manage effective jobsite quality control programs.	Written Quality Control (QC) Plan which addresses the Offeror's Concept of Operation, personnel qualifications, and internal procedures.
FACTOR B: MANAGEMENT PLANS	
SUBFACTOR 3. Safety Plan	
<i>EVALUATION CRITERIA</i>	<i>CONTENT OF PROPOSAL</i>
Demonstrate that the Offeror has sufficient in-house knowledge to implement and manage effective jobsite safety control programs.	Written safety plan which addresses each major phase of this SOW, Internal Safety Standard Operation Policies and Procedures, key safety personnel and their qualifications, training and experience levels, Activity Hazard Analysis (specifically for specialized equipment used in performance of work) for each major phase of work, conformance to Corps of Engineer Safety and Health Requirements Manual (EM 385-1-1) and demonstrated knowledge of local, state and federal safety requirements. The Contractor shall ensure that operations during periods of limited visibility are specifically addressed.
FACTOR B: MANAGEMENT PLANS	
SUBFACTOR 4. Organization Chart and Plan	
<i>EVALUATION CRITERIA</i>	<i>CONTENT OF PROPOSAL</i>
<i>Demonstrate the ability to create and support an organization that is able to completely and efficiently identify, evaluate, and satisfactorily address all contract requirements.</i>	The Offeror shall submit an organization plan in the form of an organization chart for the Offeror's organization detailing the assignment of functions, duties and responsibilities of major activities of the Offeror (and subcontractor(s), if used). The organization chart shall include a list of names, titles, duties and job descriptions of key personnel (management, technical, quality control and safety). The Offeror shall identify the person(s) who will be the contractor's operations manager, field supervisors and on-site representative(s) responsible for the management of this contract and furnish evidence of his/her qualifications, a brief description of primary duties, responsibilities and level of authority.
FACTOR C: SOCIO-ECONOMIC FACTORS	
SUBFACTOR 1. Identification and Roles of Subcontracted Firms	
<i>EVALUATION CRITERIA</i>	<i>CONTENT OF PROPOSAL</i>
<i>This contract will be subject to the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The Offeror's proposal will be evaluated on their knowledge and understanding of the Stafford Act and how the Offeror proposes to provide subcontracting opportunities with firms located in the disaster area. The Offeror shall demonstrate considerable effort to identify & develop lists of local sources and shall identify the procedures that will be established to identify and award subcontracts to those organizations, firms or individuals residing or doing business</i>	Provide tabulation of proposed subcontractors to include name, point of contact, contact number, business location, per cent of normal business conducted within covered area over last six years, and type of services to be provided under this contract.

<i>primarily in the affected area.</i>	
FACTOR C: SOCIO -ECONOMIC FACTORS	
SUBFACTOR 2. Small Business Goals	
EVALUATION CRITERIA	CONTENT OF PROPOSAL
<i>The Government will evaluate the extent that the Offeror's proposed goals for subcontracting with small and small disadvantaged businesses are realistic, achievable justifiable and in accordance with the Government's policy to maximize opportunities for these businesses as required by the Stafford Act. In addition, the Government will evaluate the extent to which these same businesses have been identified for participation as part of the Offeror's team. The information presented in the Offeror's proposal, together with that from other sources available to the Government, will provide the input for evaluation of this factor.</i>	<p>Provide a subcontract plan pursuant to the requirements of Federal Acquisition Regulation (FAR) 19.704 and Clause 52.219-4002 of the Special Contract Requirements.</p> <p>The US Army Corps of Engineers' preliminary fiscal year 2002 floors for subcontracting programs are established as follows:</p> <p>Small Business – 61.4%</p> <p>Small Disadvantaged Business – 9.1%</p> <p>Woman-Owned Small Business - 5%</p> <p>Service Disabled Veteran Owned Small Business – 3%</p>
FACTOR D: LOCATION OF OFFEROR	
SUBFACTOR 1. Locations of Main Office and Subsidiaries	
EVALUATION CRITERIA	CONTENT OF PROPOSAL
<i>The Offeror will be evaluated on the extent that its primary place of business is located in the state/territory/commonwealth or area where services will be provided. The Offeror shall identify the location of its main office, branch office(s) and all subsidiaries. Offerors whose primary place of business is outside the serviced area for which an offer is submitted will be evaluated based on the amount of business they have done in the serviced area in the last 6 years. The information presented in the Offeror's proposal, together with that from other sources available to the Government, will provide the input for evaluation of this factor.</i>	The Offeror shall address this evaluation factor by providing sufficient evidence of the locations of the main office and all subsidiaries to allow Government evaluators to determine that this requirement has been met or exceeded. The Offeror shall also provide information on how their business location(s) provide a unique and advantageous benefit to the Government in the event they are tasked to provide services during emergency operations.
FACTOR D: LOCATION OF OFFEROR	
SUBFACTOR 2. Subcontracted Firms Located Within Covered Region	
EVALUATION CRITERIA	CONTENT OF PROPOSAL
<i>The Offeror will be evaluated on the extent that the primary place(s) of business of subcontractor(s) is(are) located in the state/territory/commonwealth or area where services will be provided. The Offeror shall identify the location(s) of main office(s), branch office(s), etc. of all subcontractors. Subcontractors whose primary place of business is outside the serviced area for which an offer is submitted will be evaluated based on the amount of business they have done in the serviced area in the last 6 years. The information presented in the Offeror's proposal, together with that from other sources available to the Government, will provide the input for evaluation of this factor.</i>	The information provided in the tabulation requested under Factor C, Subfactor 1 will also be used for this subfactor.

VOLUME II – COST PROPOSAL:

Offerors shall indicate geographic area of interest in the space provided for in Section B, Schedule.

Cost Proposal shall be submitted in a separate volume. This volume shall include the following:

TAB 1: Section A, SF 33 "Solicitation, Offer and Award"

TAB 2: Section B - "Schedule of Prices/Cost"

TAB 3: Section K - "Representations, Certifications and other Statements of Offerors".

TAB 4: Subcontracting Plan

TAB 5: Pre-Award Information. In order to expedite the award of the resulting contract, Offerors are requested to submit pre-award information as follows:

(i) A copy of your latest financial statement; and

(ii) A bank reference, with point of contact for verification.

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLSC; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

PARTNERING

In a effort to most effectively accomplish the objectives of this contract, it is proposed that the government, the contractor, and its major subcontractors engage in the Partnering process after contract award.

Participation in the Partnering process is entirely voluntary and is based upon a mutual commitment between government and industry to work cooperatively as a Team to identify and resolve problems and facilitate contract performance. The primary objective of the process is providing the American taxpayer with the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

After contract award, the government and the successful offeror will decide whether or not to engage in the Partnering process. The Government and the contractor will each bear their own costs for participation in the partnering relationship, with no change in the contract cost. If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award. Participation in such partnering activities may include attendance at coordination meetings and cooperation in other efforts to promote the partnering relationship. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g., cost of hiring a facilitator and conducting the Partnering Workshop).

The establishment of this Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

(End of provision)

LOCATION AND DESCRIPTION OF WORK

a. Location. The Government may award up to ten contracts against this solicitation to support specific U.S. Army Corps of Engineers' Military Divisions and their geographic areas of responsibility. Additionally the Government reserves the right to issue more solicitations and award more contracts for these same services. Offerors are encouraged to submit proposals for all areas of which there is an interest. The following reflects the states, commonwealth or territory to be covered by each contract:

1. North Atlantic Division (NAD)

Geographic Areas:	Geographic Area #
New Jersey, New York, Pennsylvania, Connecticut, Rhode Island, Massachusetts, Vermont, New Hampshire, Maine, Maryland, Delaware, District of Columbia, Virginia, and West Virginia (Combined into one area)	1

2. South Atlantic Division (SAD)

Geographic Areas:	Geographic Area #
Alabama, Florida (Combined into one area)	2A
Georgia, North Carolina, & South Carolina (Combined into one area)	2B
Puerto Rico	2C
US Virgin Islands	2D

3. Mississippi Valley Division (MVD)

Geographic Areas:	Geographic Area #
Louisiana, Mississippi (Combined into one area)	3

4. Southwest Division (SWD)

Geographic Areas:	Geographic Area #
Texas, Oklahoma, and Arkansas (Combined into one area)	4

5. South Pacific Division (SPD)

Geographic Areas:	Geographic Area #
California, Utah, Nevada, Arizona and	

New Mexico (Combined into one area)

5

6. Pacific Ocean Division (POD)

Geographic Areas:

Geographic Area

Alaska

6A

Hawaii

6B

These areas are shown on the map at the end of Section L.

b. Description of Work. The work consists of providing service support for generator set activities during emergency operations. This will include assessing power needs, preparing, hauling, installing, performing preventative maintenance, servicing, fueling, relocating, recovering, and preparing for long term storage Government Furnished Equipment (GFE) (Engine Generator Sets - 4KW up to 1MW) and associated fuel systems and Contractor-furnished generator sets 4KW to 1MW or larger and associated fuel systems. The Contractor may also be required to haul, install and maintain other Government Furnished power equipment such as substations. Provide all labor, transportation, equipment, materials, supervision, and required internal logistical support to perform generator set activities.

PRE-PROPOSAL CONFERENCE.

Offerors are strongly encouraged to attend a pre-proposal conference to be held at 10:00 a.m., on Wednesday, March 20, 2002 at the William S. Moorhead Federal Building, 1000 Liberty Avenue, Room 2212 (on the 22nd Floor), Pittsburgh, Pennsylvania.

The William S. Moorhead Federal Building is located at the intersection of Grant Street and Liberty Avenue, near the Westin Convention Center Hotel and the Greyhound Bus Station. The entrance is on the Liberty Avenue side.

The William S. Moorhead Federal Building has implemented increased security measures. All persons entering the building must have photo identification and must pass through a magnetometer (metal detector). All packages must be scanned by X-ray equipment. Weapons, cameras, and smoking are prohibited in the building.

Questions that the offeror may wish to have answered at the pre-proposal conference should be submitted in writing, faxed or e-mailed (Michael.S.Destefano@usace.army.mil) to the following by March 13, 2002:

US Army Corps of Engineers, Pittsburgh District
William S. Moorhead Federal Building
Attention: Mr. Michael DeStefano, Room 727
1000 Liberty Avenue
Pittsburgh, PA 15222-4186
FAX No. 412-644-5109

ACI REGIONS FOR EMERGENCY POWER

ACI - NEW SOLICITATION; MILITARY DIVISIONS versus STATES
CONTRACT AWARD PER SUBREGIONS-TOTAL 10 AWARDS

DIVISION (Region):
Sub-region and States

1. North Atlantic

1. New Jersey/ New York/ Pennsylvania/ Connecticut/ Rhode Island/ Massachusetts/ Vermont/ New Hampshire/ Maine/ Maryland/ Delaware/ District of Columbia/ Virginia/ West Virginia

2. South Atlantic

2A. Alabama/ Florida, 2B. Georgia/North Carolina/ South Carolina, 2C. Puerto Rico, and 2D. Virgin Islands

3. Mississippi Valley

3. Louisiana/Mississippi.

4. Southwestern
4. Texas/ Oklahoma/ Arkansas.

5. South Pacific
5. California/ Utah/ Nevada/Arizona/New Mexico.

6. Pacific Ocean
6A. Hawaii, and 6B. Alaska

PAST PERFORMANCE FORMAT

OFFEROR'S SPECIALIZED EXPERIENCE IN EMERGENCY POWER

Provide the following information to show examples of your experience within the last 6 years with projects of similar type and scope. Use separate sheets as necessary.

Your Firm's Name:

Name of Project:

Location of Project:

Customer:

General Scope of Project:

Contract Cost:

Your Role (Prime, Joint Venture, Subcontractor, etc) and Work your Company Self Performed:

Extent and Type of Work you Subcontracted Out:

Dates of Project: Start:

Completed:

Your Performance Evaluation by Owner:

Were you Terminated or Assessed Liquidated Damages? (if either
"Yes", explain)

Customer's Point of Contact for Reference (Name):

Company:

Telephone Number of Reference POC:

**NOTE: OFFERORS SHALL ATTACH LETTERS OF REFERENCE WITH PAST
PERFORMANCE DOCUMENTS AT TIME OF INITIAL OFFER.**

PAST PERFORMANCE FORMAT

PROJECT KEY PERSONNEL

Provide information, listed below, on separate sheets showing qualifications of: Project Manager, Operations Manager, Field Site Supervisor/Superintendent, Chief Electrician, Chief, Quality Control and Safety Manager. Use continuation sheets, if necessary.

Your Name and Title: _____

Name of Your Firm: _____

Your assignment on this Project: _____

No. of Years: With this Firm: _____ With other Firms: _____

Education: Degree(s)/Year/Specialization: _____

Active Registration: No: _____ State: _____ Year: _____

Your Specific Experience and Qualifications Relevant to this Project:

**EMERGENCY POWER
SOLICITATION QUESTIONS
DACW59-01-R-0009**

COMPANY: _____

POINT OF CONTACT: _____

QUESTION ? : _____

REFERENCE: _____

ANSWER (To be completed by Contract Specialist):

Fax Questions to: 412-644-5109 Attn: Mike DeStefano or e-mail at Michael.S.Destefano@usace.army.mil

SUBCONTRACTING PLAN REQUIREMENTS

It is Army policy that subcontracting plans required by FAR 52.219-9, or its Alternate I, as supplemented by DFARS 252.219-7003, of the contract have realistic, challenging, achievable and positive percentage and dollar goals for subcontracting with Small Businesses (SB), Small Disadvantaged Businesses (SDB), Women-Owned Small Businesses (WOSB), HUBZone Concerns, Historically Black Colleges and Universities (HBCU), Minority Institutions (MI) and Service-Disabled Veteran-Owned Small Businesses. The Corps of Engineers has established the following preliminary floors for subcontracting goals for FY 02.

Small Business Subcontractors	61.4%
Small Disadvantaged Business	9.1%
Women-Owned Small Business	5.0%
Service-Disabled Veteran-Owned Small Business	3.0%
Reporting by Large Businesses (SF 294 and SF 295)	100.0%

In accordance with DFARS 219.705-4(d), plans having an SDB goal of less than 5% must be approved two levels above the Contracting Officer. An acceptable plan must meet the requirements of FAR 19.704 and DFARS 219.704. In addition, the plan must contain a policy statement or evidence of internal guidance recognizing commitment to Public Law 99-661, Section 1207, and Public Law 100-180, Section 806. The subcontracting plan, when required, must be approved prior to contract award.

As of October 1, 1999, to receive credit for subcontracts with SDB's, the SDB's must be certified by the Small Business Administration (SBA). 8(a) certified firms are automatically certified as SDB's by the SBA. To verify a firm's SDB certification, contact the SBA at 1-800-558-0884. In addition, visit SBA's contractor/vendor listing at their PRO-Net site at <http://pronet.sba.gov/>.

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.

(4) Line of business.

(5) Chief executive officer/key manager.

(6) Date the company was started.

(7) Number of people employed by the company.

(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dnb.com.

(End of provision)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price, Requirement Contract with an Indefinite Delivery Indefinite Quantity option contract resulting from this solicitation.

(End of clause)

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Cynthia J. Papuga, W.S. Moorhead Federal Bldg., 1000 Liberty Avenue, Room 727, Pittsburgh, PA 15222-4186

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

SECTION M Evaluation Factors for Award

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EVALUATION AWARD FACTORS

Responsibility. An offeror shall be determined responsible according to the standards of FAR Part 9 to be eligible for award.

BASIS FOR AWARD "BEST VALUE/TRADE OFF EVALUATION"

Award will be made to that offeror whose proposal contains the combination of those criteria described in this document offering the best overall value to the Government, considering, Past Performance, Management Plan, Socio-Economic Factors, Location of Primary Place of Business and Cost or Price whose cost or price is otherwise determined to be fair and reasonable. This will be determined by comparing differences in the evaluation of the technical factors with differences in Cost or Price to the Government.

In making this comparison, the Government is more concerned with obtaining superior Past Performance, Management Plan, Socio-Economic Factors, Location of Primary Place of Business features than with making an award at the lowest overall cost to the Government. However, the Government will not make an award at a significantly higher overall cost to the Government to achieve slightly superior Past Performance, Management Plan, Socio-Economic Factors, or Location of Primary Place of Business features.

GOVERNMENT INTENT

It is the intent of the Government to award one (1) contract for each of the geographic areas listed in Section L of this Solicitation under the paragraph titled Location and Description of Work.

PRICE EVALUATION

When evaluating proposals, the Government will use the quantities listed at Section B, to calculate and evaluate estimated price for each proposal submitted under this solicitation.

EVALUATION INSTRUCTIONS

Technical qualifications of the offerors will be evaluated based on the information required in Section L. This information must be submitted in sufficient detail to allow evaluation of the proposal. If sufficient material for any item is not received, the Offeror's proposal may be considered non-responsive and given no further consideration.

Evaluation Areas of Consideration. Consideration shall be given to the areas below. Evaluation shall be based upon the criteria stated herein, requirements stated in Section L, as well as the requirements stated in Section C. All mandatory requirements set forth in the specification shall be met. The results of the evaluation shall be based on an integrated assessment of each Offeror's proposal using both external and Offeror provided data. The evaluation board will not consider any information or data incorporated by reference or otherwise referred to.

EVALUATION CRITERIA

Definition of Relative Importance

- Significantly More Important: The criterion is at least two times greater in value than another criterion.
- More Important: The criterion is greater in value than another criterion, but less than two times greater in value.
- Equal: The criterion is of the same value as another criterion.
- Comparatively Equal: The criterion is nearly the same in value as another criterion but not of an equal value.

Evaluation Criteria

The following technical factors will be evaluated: Past Performance, Management Plan, Socio-Economic Factors, and Location of Primary Place of Business.

Relative Importance of Evaluation Criteria

Past Performance is More Important than Management Plan. Management Plan is More Important than Socio-Economic Factors. Socio-Economic Factors is More Important than Location of Primary Place of Business. These technical factors, when combined, are Significantly More Important than Cost or Price.

Evaluation Areas:

Past Performance

The Offeror's past performance during the last five years will be evaluated to determine technical capability and level of performance risk to perform the proposed contract. The Government shall evaluate the Offeror's experience with projects of similar scope, size (monetary and level of effort) and nature. The Government shall conduct a subjective evaluation of customer satisfaction, quality of workmanship and timeliness of the Offeror's past performance. The information presented in the Offeror's proposal, together with that from other sources available to the Government, will provide the input for evaluation of this factor.

Management Plan

The Offeror's proposed management plan shall be evaluated to determine understanding of the requirement, technical capability to perform the proposed contract and adequacy of resources proposed to support this requirement. The evaluation shall consider the timeliness, quality or workmanship and completeness of performance and service offered to the Government. The information presented in the Offeror's proposal, together with that from other sources available to the Government, will provide the input for evaluation of this factor.

Socio-Economic Factors

The Government shall evaluate the extent that the Offeror's proposed goals for subcontracting with small, small disadvantaged, women-owned small, and service disabled veteran owned small businesses are realistic, achievable justifiable and in accordance with the Government's policy to maximize opportunities for this businesses as required by the Stafford Act. In addition, the Government shall evaluate the extent to which these same businesses have been identified for participation as part of the Offeror's team. The information presented in the Offeror's proposal, together with that from other sources available to the Government, will provide the input for evaluation of this factor.

Location of Primary Place of Business

The Offeror shall be evaluated on the extent that its primary place of business is located in the state/territory/commonwealth or area where services will be provided. The Offeror shall identify the location of its main office, branch office(s) and all subsidiaries. Offerors whose primary place of business is outside the serviced area for which an offer is submitted will be evaluated based on the amount of business they have done in the serviced area in the last 6 years. The information presented in the Offeror's proposal, together with that from other sources available to the Government, will provide the input for evaluation of this factor.

Cost or Price

Cost or Price will be evaluated, but not rated, to determine completeness and reasonableness of the proposed cost or price.

Cost or Price will be evaluated but not rated and is considered as an independent element from the technical evaluation factors. This factor will be reviewed for completeness and reasonableness and evaluated to determine the offeror's understanding of the work and ability to perform the work. Total Cost or Price will be reviewed parallel with the technical proposal and award will be made to the overall proposal that is most advantageous to the Government.

PRICE EVALUATION ADJUSTMENT FOR LOCAL CONCERNS.

Price Evaluation Adjustments for Local Concerns. This subparagraph only applies to offers for work in Puerto Rico or the U.S. Virgin Islands. In accordance with the Notification of Price Evaluation Adjustment for Local Concerns – U.S. Virgin Islands and with the Notification of Price Evaluation Adjustment for Local Concerns – Puerto Rico provisions of Section K of this solicitation, for evaluation purposes only, offers from non-local concerns will be increased by a factor of 10 percent.

END OF SECTION M